

The complaint

Mr G has complained that British Gas Insurance Limited (BG) didn't repair a leak at his property in a timely manner and that this caused further damage. He also complains that BG didn't respond to correspondence in a timely manner.

I've previously issued a provisional decision in this case. Both BG and Mr G provided further information. Having taken this into consideration, I'm persuaded that my provisional decision continues to be the fair and reasonable outcome in this case.

What happened

Mr G has a rental property. In December 2018, there was a leak in the main bathroom. This was fixed by BG. After this leak, Mr G took out a Homecare policy with BG to provide him with cover in the future against such incidents.

Mr G called BG again in July 2019 to report a leak from a toilet in the en-suite bathroom at the same property. An engineer's appointment was arranged for 22 July 2019. This appointment didn't take place because the engineer couldn't park near Mr G's property. Mr G says there's a loading bay outside his property, pay and display parking nearby, and a public car park about a minute's walk away. He said he'd asked his tenants to stay at home to give BG's engineer access.

Mr G says that when he was contacted by BG to be told about his cancelled appointment, he wasn't offered another appointment, but was simply told to contact BG to complain about the failed appointment because of the lack of parking. Mr G emailed BG the next day to complain.

BG responded to Mr G by email on 23 July telling him that it would get back to him within three working days.

By 2 August Mr G still hadn't received any reply from BG to his initial complaint. He emailed again to say that if he didn't hear back from BG he'd need to arrange for an independent plumber to come and deal with the issue.

By 7 August, Mr G still hadn't received any response from BG so he emailed it again. He again informed it that in order to prevent further damage he'd have to employ an independent plumber to come and fix the leak. He expressed his disappointment that he'd taken out insurance with BG to cover such matters but he hadn't had any response from BG.

On 13 August, after he still hadn't received any response from BG, he phoned it. He says he explained the parking situation in full to BG's customer services agent who told him that this wouldn't be a problem, and an appointment was made for an engineer to call on 16 August. The same engineer who cancelled the appointment on 22 July because of the parking issue attended.

Mr G says that the leak caused further damage to his property from 22 July, when BG's engineer failed to attend, until 16 August. Mr G says that BG should compensate him for the

cost of repairing this damage.

He says that that he's suffered financially as a consequence. He says it cost him a total of £847 to replace carpet and for other repairs to leak damage, and he's provided copies of receipts for these payments. In addition to the cost of repairing the damage, he says his tenants moved out because of the delay in having the leak fixed, and he had to pay an agency charge of £240 for new tenants. He also says he incurred further expenses in travelling, parking, and phone calls, and also suffered stress and inconvenience.

He's seeking compensation of £1,117 for his financial loss plus an additional £200 for the time, stress, and inconvenience he says BG's service has caused him.

BG has declined to pay Mr G any compensation other than £50 for the inconvenience of the failed appointment on 22 July.

In response to my provisional decision, BG has repeated its view that any damage was from before the fault was reported and it wouldn't have got any worse if the toilet wasn't used. Mr G has said the damage did get worse even though the toilet wasn't used because his tenants weren't there. In any event there was another toilet in the property that could've been used rather than continuing to use one that was clearly leaking and causing damage to the carpet, floor and walls. Mr G has provided a texted confirmation from his tenants confirming that they were abroad for most of the time.

Mr G isn't happy about how BG has handled his complaint. Despite his policy stating that BG has eight weeks to reply to a complaint, BG said in its email on 23 July that it would respond to his complaint within three working days. He'd therefore assumed that his complaint had been acknowledged by BG and that it would address his concerns about having a repair done in a timely manner. He brought his complaint to this service.

Our investigator considered that it wasn't unreasonable for BG's engineer to abandon the visit because he wasn't able to park at the property, and that the £50 compensation was reasonable. He accepted BG's explanation as to the cause of the leak and therefore considered that BG wasn't responsible for the damage. He also considered that Mr G had a responsibility to book another appointment after 22 July and that he hadn't done so, but BG should've responded to him within the three days it said it would. He recommended that BG pay Mr G a further £50 compensation.

Mr G didn't agree with our investigator's view and asked that his complaint be considered by an ombudsman.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've also taken into account what both BG and Mr G have said in response to my provisional decision.

I consider that the first issue is the parking limitations at Mr G's property which led to BG's engineer not attending on 22 July.

I've noted that BG has relied on a term in Mr G's policy relating to access, which states:

"Getting into your property

Our engineers will only work on your property if there's someone 18 years old or older

there at all times during the visit. It's your responsibility to give us access to your property. If we can't get access we won't be able to complete the work and it's then up to you to arrange another appointment"

I don't consider that this assists BG. I consider it's aimed at getting into a property rather than being able to park very close. Mr G says his tenants stayed in to let the engineer in. I don't think it was reasonable for BG not to attend on 22 July. BG's records show its engineer arrived at Mr G's property and left two minutes later. There were parking options nearby. The BG engineer who'd attended in December 2018 had used one of these options, as did the engineer who cancelled the appointment on 22 July when he attended again on 16 August to fix the leak.

There must be numerous properties belonging to BG customers where there is no access to private parking or guaranteed on-street parking nearby. If any repair by BG is dependent on being able to park outside, then this should be mentioned in the policy document, and a warning given to potential customers that they won't receive a service if their engineer can't park outside. Mr G says there's no question relating to availability of parking on BG's website. If there genuinely had been no parking available nearby when the engineer visited on 22 July, then another appointment could've been attempted for later that day or as soon as possible afterwards.

The second issue is what happened after 22 July.

If BG couldn't keep Mr G's appointment, I consider it reasonable that it attempt to schedule another one rather than wait for Mr G to contact it again. Mr G has said that when he spoke to BG about the cancelled visit he wasn't offered another appointment. He says he was simply told to make a complaint about the failure of BG's engineer to attend because of the parking limitations. Mr G emailed BG the next day.

Whilst he may not have used the most appropriate email address, Mr G received a response from BG saying that it would respond within three working days, which it didn't do. Nor did it respond to further emails on 2 and 7 August.

BG only responded after Mr G phoned it on 13 August. A new appointment was arranged, and Mr G was told that parking wasn't an issue. BG's notes show a comment for the engineer that day – the same engineer who didn't attend on 22 July – *"call xxxxx - phone to get directions for parking – pay parking in nearby car park"*.

BG's records show that the job description on 22 July was *"The cistern leaks (but only when you flush it)"*. This must be how Mr G initially described the problem to BG. BG couldn't have put that in its records from its own investigation as its engineer didn't attend on that date. I've also no reason to disbelieve the evidence from Mr G's tenants that they used another toilet within the property and weren't actually there for most of the time as they were abroad.

I'm persuaded that between 22 July and 16 August, the leak was continuing and was causing further damage to Mr G's property. BG's own records refer to the leak as "continuous" and "uncontrollable". From the photographs I've seen I think it unlikely they show the extent of damage as at 16 August.

It follows that the longer the leak went unrepaired, the greater the damage it would cause. Even though Mr G contacted BG the next day, BG didn't respond within three days, or to two further emails. Had it done so, in my view the damage is likely to have been much less.

My conclusion is therefore that damage continued to be sustained to Mr G's property from a continuous leak between 22 July until 16 August and that BG is partly responsible for this by failing to attend on 22 July or very shortly thereafter in response to Mr G's email of 23 July. I don't consider that BG is in any position to say that the damage didn't get worse between 22 July and 16 August when it never saw the condition of the property on 22 July.

But I consider that Mr G also has some responsibility for the extent of the damage as well. I think it would've been reasonable for him to have telephoned BG rather than to rely on emails. As BG didn't respond to his email of 23 July within three days, I think he should've made further attempts promptly to contact BG rather than wait a further seven days before doing so, and then a further five days before his next email, and then a further six days before phoning. BG had been informed that the leak was only intermittent, when the toilet was flushed, so it wouldn't have appreciated the urgency of a repair. Mr G, on the other hand, was in a better position to know the increasing urgency of a repair.

I think the fair and reasonable decision is for me to require BG to make a contribution to the costs that Mr G had to incur to repair the damage caused by the leak. He says he hasn't claimed on his buildings insurance to recoup his financial loss, and I don't consider he's obliged to do so. As I consider that Mr G could've taken steps to accelerate the repair, I consider his responsibility is the greater.

I'm therefore proposing to require BG to pay Mr G £350 towards his financial loss in addition to the £50 it's already paid him.

My final decision

For the reasons I've given above, I'm upholding Mr G's complaint.

I require British Gas Insurance Limited to pay Mr G £350 towards his financial loss in addition to the £50 it's already paid him.

I also require British Gas Insurance Limited to pay interest on the sum payable at the simple rate of 8% a year from the date Mr G made his claim to the date payment is made to him.

If British Gas Insurance Limited considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr G how much it's taken off. It should also give Mr G a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 19 October 2020.

Nigel Bremner
Ombudsman