

The complaint

Ms P complains about the service she got from British Gas Insurance Limited after making a claim on her home emergency insurance policy.

What happened

Ms P's home emergency insurance policy with British Gas gave her cover for her boiler, controls and central heating, plus repairs to her plumbing, drains and home electrics.

Ms P called British Gas out in February 2020 because her water tank was leaking. On a first visit, an engineer made the tank safe but said it needed to be replaced.

In early March, another engineer replaced the tank. Some days later, Ms P noticed a leak from the new tank and was also concerned about exposed wiring. She contacted British Gas about these things. Because of the new leak, Ms P also emptied some of her cupboards, putting some of their contents in her bath. This damaged the bath.

On the same day Ms P reported the new leak, British Gas says it sent out a plumber, a gas engineer and an electrician. It says the plumber found Ms P's carpets were wet but couldn't find a leak, the gas engineer drained the system and fitted a new pump and the electrician dealt with the exposed wiring. British Gas says all was "*left in good working order*".

A week or so later, Ms P contacted British Gas again to say the tank was still leaking. But neither British Gas' engineers nor the other agents it sent to Ms P's home could find a leak from the tank. Ms P says the leak continued after these visits but, because of the Covid-19 pandemic, she couldn't let British Gas into her home to investigate further. From towards the end of March 2020, Ms P therefore turned off her central heating and it stayed off for the next few months.

In July 2020, a British Gas customer delivery officer visited Ms P's home twice about the leak. British Gas says he didn't make any repairs. Ms P says he did. Since then, I understand Ms P hasn't reported any further leaks from the tank.

Ms P complained to British Gas about what had happened. She wants British Gas to repair or replace her damaged bath and to compensate her for eight days of lost earnings because she had to take time off work for various British Gas appointments.

British Gas accepts the workmanship of the engineer who fitted Ms P's new water tank was poor. Initially it offered her £100 in compensation. Subsequently, it said that, while it didn't accept liability for the damaged bath, it was offering Ms P another £400 as a gesture of goodwill to contribute to its replacement.

Unhappy with this outcome, Ms P brought her complaint to us. The investigator who looked at it upheld it in part. He thought British Gas should compensate Ms P for 14.5 hours of lost earnings. He didn't think it would be fair to require British Gas to replace Ms P's bath – but he thought its overall offer of £500 in compensation was fair and reasonable for the distress and inconvenience it had caused Ms P.

British Gas has accepted our investigator's view. Ms P hasn't. She's unhappy with some of our investigator's findings and wants to be compensated for more of the earnings she's lost than he thinks is fair and reasonable. So Ms P's complaint has come to me to decide.

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.

Having done so, and like the investigator who looked at Ms P's complaint, I've decided to uphold it in part. I'll explain why.

First, though, it's important to say British Gas accepts its engineer didn't fit Ms P's new water tank correctly and this caused the subsequent leak. British Gas accepts this wasn't an acceptable level of service. I agree. And I'm in no doubt British Gas' failings have meant Ms P has lost earnings and suffered significant distress and inconvenience as a consequence.

What I have to decide here, though, is what I think it's fair and reasonable to direct British Gas to pay Ms P to compensate for its failings. And in looking at this issue, I'm aware Ms P and British Gas have given differing accounts of some of the things that happened. Where there are differences like this, I have to decide what I think is most likely to have happened – on the balance of probabilities – based on the information I have from both Ms P and British Gas.

Lost earnings

Turning to Ms P's lost earnings first. Ms P's home emergency policy doesn't give her cover for loss of earnings – that is, it's not something she's entitled to claim for under her contract of insurance. And I must also say any home emergency is going to involve a home owner in some inconvenience including, almost inevitably, taking time off work for an engineer to come in and put things right.

My understanding is British Gas first came to Ms P's home on 22 February 2020. Its job records show on this visit the engineer said he'd drained the tank but a new one was needed. On 2 March 2020, another engineer visited and British Gas' job records show he fitted the new tank. These two visits were the inevitable consequence of Ms P's initial home emergency. So I don't think it would be fair and reasonable for British Gas to compensate Ms P for any time she took off work for them.

Shortly after the new tank was fitted, however, and as I've already mentioned, Ms P saw it was leaking and was also concerned about exposed wiring. So she contacted British Gas again.

On 5 March, from information British Gas and Ms P have given us, British Gas sent out an agent (whose report says he tightened a valve). The leak continued.

On 6 March, British Gas says it sent out another agent (whose report says he "*tightened up compression straight in the cylinder cupboard*"). The leak continued.

On 8 March, British Gas says it sent out a plumber (whose report says he couldn't find a leak), a British Gas engineer (whose report says, among other things, he fitted a new pump valve) and an electrician.

From the events I've described so far it's clear to me – and our investigator reached the same view – that any time Ms P took off work between 5 and 8 March inclusive was a direct and foreseeable consequence of British Gas's failure to install the water tank correctly. So I think it's fair and reasonable British Gas should compensate Ms P for her loss of earnings in this period.

British Gas says the leak was fixed from 8 March. Ms P strongly disputes this and says it continued until July.

On 11 March, Ms P says an electrician sent by British Gas came to her home, and that's when she and he found the leak. Apart from her recollections, Ms P hasn't given us any other information to show an electrician came to her home on 11 March.

British Gas's job records also don't show anyone coming to Ms P's home on 11 March. But they do show an electrician came to Ms P's home on 8 March. And British Gas has also given us its contact notes showing a call Ms P made to it on 8 March at 14:39 where she asks for the electrician's details (all records refer to the name of the electrical firm), which the call handler notes she says the British Gas engineer needs *"to do his part of the job"*.

From all of this information, I think it's likely the electrician did visit Ms P's home – but on 8 not 11 March. So it wouldn't be fair and reasonable to direct British Gas to pay Ms P any compensation for loss of earnings on 11 March.

Ms P also says in this period there were two occasions when British Gas *"did not arrive"*. She hasn't given us dates when she says this happened or said how much time she had to take off work because of them. And, unsurprisingly, she doesn't have any other information about these missed appointments – she says they were arranged over the phone. British Gas' job records and contact notes don't show any missed appointments – they only show one appointment that was rescheduled from 26 February to 2 March (seemingly because Ms P was working on 26 February). With such limited information about these missed appointments, I don't think it would be fair and reasonable to award Ms P any compensation for loss of earnings in connection with them.

On 18 and 19 March, British Gas' job records show its agents visited Ms P's home again to investigate a leak. And British Gas and Ms P both say an engineer visited on 19 March. Ms P says the leak was coming from the tank and she used a plastic container to catch the water, emptying it when it filled.

British Gas's job records for 19 March show a hatch was cut under the floor to check for a leak, while those for the agent say: *"Can't see any problems with the plumbing in the cylinder cupboard photos taken"*. They also refer to *"blocked drainage somewhere in the property"* – something I know Ms P strongly disputes.

Shortly after this, the UK went into lockdown because of the Covid-19 pandemic. So Ms P was unable to let British Gas come into her home for a number of months. And in the meantime she switched her central heating off.

On 13 and 16 July, a British Gas customer service manager then visited Ms P's home to look for the leak. Ms P has said he'd verify there was a leak because he carried out repairs – she says he tightened some screws. I've seen an email from the manager – I think it is from 16 July – in which he says:

"On Monday I couldn't see any water in the cylinder cupboard or from the surrounding pipework, pump or cylinder. Everything was dry."

I'd left some blue roll paper down and we had both agreed to leave the heating and hot water off until to day [sic] to make sure its [sic] not something dripping when the system is cold.

I've returned today and all is bone dry. [Ms P] is happy that its [sic] come to an end but in honesty I've not done anything. The stains on the chipboard flooring inside the cupboard are from a previous leak which she now knows and there isn't any further damage to anything out with the cupboard."

The manager finishes the email by saying: "*There isn't any damage to the anything that I have seen other than the water stain to the chip board in the cylinder cupboard.*"

Looking at the period from 8 March to 16 July, the information I have that there was a continuing leak from Ms P's new water tank isn't strong. Ms P is, I know, adamant, the leak continued. But apart from her recollections, she hasn't given us anything else to show us this was the case. Although she's sent us many photos, there are none showing a leak after 8 March (although I realise this can be difficult to show in a photo, especially when Ms P says the leak was coming from a tricky spot). Nor has she given us any information from any other experts to show the leak from the water tank continued.

Because the information I have of a continuing leak isn't strong, I can't say British Gas' failings in this case continued beyond 8 March 2020. And that means I don't think it would be fair and reasonable to direct British Gas to compensate Ms P for any loss of earnings beyond that date.

In relation to compensation for the period from 5 to 8 March 2020, Ms P says she works between 37.5 and 48 hours a week and has given us copies of a number of her payslips. These show her hourly rate in March 2020 was £12.6166. For the week ending 8 March 2020, Ms P's payslip show she worked 23 hours.

Having looked at Ms P's pay slips, in a usual week, she worked 37.5 hours. I think it's fair and reasonable to assume this is what Ms P would've worked had she not had to take time off for these specific British Gas' visits. That being the case, I think British Gas should compensate Ms P for 14.5 hours of lost earnings at an hourly rate of £12.6166.

As Ms P would've paid tax and national insurance contributions on this amount, I think it would be fair and reasonable for British Gas to deduct 30% to reflect this. British Gas should also pay 8% simple interest per annum on the amount due to Ms P from 8 March 2020 to the date of settlement.

The bath

Turning now to the damage to Ms P's bath. Ms P has explained the circumstances in which she put various items from her cupboards into the bath when she noticed the leak from the new tank. She says if the tank had been installed correctly first time round the damage wouldn't have happened. That's true. But I think it's fair and reasonable to direct British Gas to compensate Ms P only for losses that it should've seen were foreseeable as a direct consequence of its failings. And I don't think the damage to Ms P's bath caused by her putting items such as an ironing board and a printer (among other things) in it were a foreseeable consequence of its failure to install the new water tank correctly. So I don't think it's fair and reasonable to direct British Gas to compensate Ms P for this.

Distress and inconvenience

But I do think an award of £500 for the significant distress and inconvenience British Gas's failings have caused Ms P is fair and reasonable. Ms P was entitled to expect her new water tank wouldn't leak. And she was clearly put to a lot of inconvenience when it did – both in terms of upheaval to her home and to her routines. I can see she had a lot of administrative hassle to deal with. And I know from Ms P's case file how distressing she has found the experience as a whole.

Final points

I know Ms P is deeply unimpressed with how British Gas has handled her home emergency and her complaint about it. And I know she was hoping for more compensation for lost earnings and for her damaged bath than I am awarding.

I'm sure Ms P has given us her honest recollections of what's happened. And I want to assure her that I've taken these and all of her detailed comments into account in reaching my decision.

There are a couple of specific comments Ms P has made, though, that I'd like to respond to. Ms P has asked what has happened to the customer always being right? But that isn't the standard by which I must decide her complaint – instead, I must look at all the facts and circumstances (and not just at what Ms P says but also at what British Gas and its agents say) to reach what I think is a fair and reasonable outcome.

Ms P also says as the person living in her home, she's the one best placed to judge whether there's an ongoing leak. While I understand Ms P's strength of feeling, for the reasons I've given and taking into account all the information I have on this complaint, I don't think that would lead to an outcome that's fair and reasonable in this case.

Putting things right

I direct British Gas Insurance Limited to put things right as I set out below.

My final decision

For the reasons I've given, I uphold Ms P's complaint and direct British Gas Insurance Limited to:

- Pay Ms P for 14.5 hours of lost earnings at an hourly rate of £12.6166.

As Ms P would've paid tax and national insurance contributions on this amount, British Gas can deduct 30% to reflect this.

British Gas should also pay Ms P 8% simple interest per annum on the amount due to her from 8 March 2020 to the date of settlement. If British Gas thinks it's required by HM Revenue & Customs to withhold income tax from the interest, it should tell Ms P how much it's taken off. It should also give her a tax deduction certificate if she asks for one, so she can reclaim the tax if appropriate.

- Pay Ms P £500 for the distress and inconvenience it has caused her. British Gas should pay this amount within 28 days of the date we tell it Ms P has accepted my

final decision. If it doesn't, British Gas should pay 8% simple interest on this amount from the date of my final decision to the date of payment.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 10 June 2021.

Jane Gallacher
Ombudsman