

The complaint

Miss A complains that British Gas Insurance Limited (BG), carried out a poor standard of repair under her home emergency insurance policy.

What happened

Miss A contacted BG to report a leak in her home. It sent an engineer who found that the leak was due to a plumbing issue and organised for another engineer to attend to fix it. That engineer attended and changed a pipe, but Miss A didn't see him complete the work or leave.

Later that day, Miss A discovered that there was more water on the floor than before, so she contacted BG and reported this. Miss A said that the leak happened because the engineer had failed to shut off the water and failed to ensure that the system was fully drained. And she knew this as she still had running water and the original leak was very minor.

Miss A complained to BG as she felt that the engineer who attended to repair the leak had made it worse and this caused damage to her property and possessions. She estimated that the replacement of her items would cost around £1,000. BG sent another engineer who found that there was no leak but high levels of water present.

Miss A describes that despite contacting BG to report the leak, it did nothing to help clean up. She said that BG attended to inspect the items that were damaged before advising Miss A to throw them away, which she did. Miss A felt that BG were responsible for the damage caused to her property and her possessions, so she raised a complaint.

In its final response, BG said that it wasn't responsible for the damage to the items nor to her belongings and that Miss A should contact her home insurers to make a claim. It did offer to pay for the cost of a replacement microwave, as a gesture of goodwill.

Miss A wasn't happy about the outcome and referred her complaint to this service. Our investigator ultimately upheld her complaint. He said that BG hadn't been able to provide enough evidence to show that the engineer carried out the repair properly. Nor that the water was drained off and contained whilst the repair was being carried out. So, he concluded that the leak was in part, caused during the second engineer's visit.

He said that BG's offer to replace the microwave was fair and he recommended that BG pay £100 compensation, for the trouble and upset caused. Finally, he said that the £1,000 that Miss A sought for the damaged items, were not properly corroborated and so he couldn't fairly ask BG to reimburse Miss A for this or any additional cost to her damaged wall and floor.

BG accepted our investigator's view.

Miss A didn't accept his view regarding her damaged possessions. She said that she had provided BG with a full inventory of the items that had been damaged. Also, that BG had

attended her home and took photos of the damaged items and told her to throw those items away (as many were electrical, and water damaged) which she did. And as she didn't have the items, nor could she take photos of them, she felt that she had properly substantiated the loss. She believed that BG were also responsible for the damage caused to her wall and floor. So, Miss A asked for a decision from 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.

While I realise this will come as a disappointment to Miss A, I've decided not to uphold her complaint and I'll explain why.

The first engineer that BG sent to assess the leak concluded that a plumbing engineer would be needed as there was no leak from the central heating system. Miss A describes the leak as very minimal (which is corroborated by the first engineer's notes). There was no mention on the job notes that the stop cock was closed and the pipework fully drained. So I think it's more likely than not that the initial leak was very minimal as Miss A described.

The second engineer attended. I asked BG to provide me with a further report to see what work the engineer conducted whilst he was there. BG couldn't provide this further report as it said that its engineer *'couldn't recall the job'*. The only report that was provided said: *'no fresh water available. Cut out leaking pipe and fitted section of copper pipe to stop leak'*.

Miss A said that after the second engineer had left, she found that there was a significant amount of water and she concluded that as it was this engineer who had repaired the section of pipework and replaced it, he failed to turn off the water, so he caused the second leak. In the absence of any other evidence from BG to the contrary, I'm persuaded by Miss A's account that the additional leak, happened during the second engineer's visit.

I have been provided with a photograph that shows the damaged microwave. BG had agreed to reimburse its cost as a goodwill gesture. But Miss A would like £1,000 for the belongings she said were also damaged.

Miss A said that those items were photographed and inspected by BG, who told her to dispose of them as many were deemed unsafe. Miss A said that she did as directed by BG and didn't think to photograph the damaged items as she believed that BG had accepted liability. But I think that Miss A would still have the responsibility to prove her loss either by taking photographs of the damaged items or providing evidence of their cost.

BG was asked to provide any report or photographs taken during the inspection. As well as any email correspondence between the parties about the inspection. It said that there was no report or any other information that it could provide regarding the inspection. But it did provide some photos taken by its contractor.

Miss A provided email correspondence that showed that BG had arranged an inspection to take place, as well as an inventory of the items damaged. But despite this, I don't think Miss A has provided enough evidence to substantiate the loss. And I'll explain why. There was no evidence supplied of the value of each damaged item. There were no photographs that could show that those items were irreparably damaged. I understand that Miss A said that BG

had taken photos but she still had the responsibility to evidence her loss, which I don't think she did here. In the circumstances, I don't think it's reasonable for BG to reimburse £1,000 for the items but as it offered to reimburse the cost of the damaged microwave, I think this is fair.

I have next considered the damage to the floor and walls. Miss A was asked to provide evidence to corroborate the damage, for example an assessor's report. This hasn't been provided.

BG said that following its contractor's visit and inspection, the floor and walls were found to be the same quality as the unaffected floor and walls. Due to the lack of evidence to show that the walls and floor were damaged as a result of the leak, I don't think it's reasonable for BG to cover the cost of the repair. If Miss A can supply proof of damage to the walls and floor, then this could be considered by BG.

Putting things right

Overall, I think it's fair for BG to reimburse Miss A for the cost of the microwave. I have no doubt that this experience would have been distressing not least as I'm told that Miss A had to clean up all the mess that occurred following the escape of water. For this, I think it's reasonable that BG pay £100 for the distress and inconvenience caused.

My final decision

My final decision is that British Gas Insurance Limited to:

Reimburse the cost of Miss A's microwave.

Pay £100 by way of apology for the trouble and upset caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 18 May 2021.

Ayisha Savage
Ombudsman