

## **The complaint**

Mr L has complained about how British Gas Insurance Limited (British Gas) dealt with a claim under his home emergency policy.

## **What happened**

Mr L found some water stains, so he contacted British Gas because he was concerned there was a leak. British Gas sent an engineer, but he couldn't find a leak. A few months later another British Gas engineer visited, who also couldn't find a leak. Mr L then arranged for an independent engineer to try and find the leak, who found a compression nut that required tightening.

Mr L complained to British Gas as he said it was responsible for damage to his home and should have found the leak. When British Gas replied, it said it wasn't responsible for any damage as this was caused by the leak. It offered £50 compensation for the inconvenience caused to Mr L because of the misdiagnosis by its engineers. However, it said it hadn't seen any invoice or documents from the independent engineer.

So, Mr L complained to this service. Our investigator upheld the complaint in part. She said British Gas wasn't responsible for the damage caused by the leak as this was pre-existing. However, she said British Gas should pay the cost of the independent engineer.

As British Gas didn't agree, the complaint has been referred to me.

## **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, I uphold this complaint in part. I will explain why.

British Gas installed a new boiler in Mr L's home. The installation wasn't under an insurance policy, so I'm unable to consider it. However, I am able to look at what happened when the engineer's visited and tried to find the source of the leak.

I've considered whether British Gas should pay Mr L's home insurance excess to deal the damage caused by the leak. I need to be clear that I'm only commenting on whether British Gas has any responsibility because of the actions of the two engineers. I have not considered and have no view on British Gas's actions around the boiler installation itself. When the first engineer visited, there was already visible staining and this was what prompted Mr L to contact British Gas. So, as the staining was already present, I don't think British Gas needs to pay the home insurance excess, as its engineers weren't responsible for that damage.

I've also considered whether British Gas should pay the independent engineer's invoice. Looking at British Gas's records, its engineers seem to have carried out a range of checks to try and find the leak. The first engineer wrote in his notes "*Am sure not heating pipes*" and

the second engineer wrote *"Staining on stairway wall lifted floorboards; no pipes adv to contact house insurers"*. Mr L later contacted an independent engineer who found a loose compression nut on the water cylinder.

When Mr L complained to British Gas, it investigated the complaint and in its reply said *"Please be assured, feedback surrounding misdiagnosis by our engineers has been addressed internally"*. So, at that time, British Gas seemed to accept its engineers should have found the source of the leak having investigated Mr L's complaint. However, I'm aware Mr L wasn't able to provide British Gas with an invoice for the engineer's work and that British Gas has questioned whether the invoice Mr L later provided to this service was genuine.

I've looked at the invoice and also checked the company details and I haven't seen anything to indicate the company isn't genuine. I'm aware that the invoice was produced several weeks after the engineer visited, which British Gas suggested was a cause for concern. So, I've thought about this but I don't think the gap between the visit and the date of the invoice is enough to persuade me that the invoice might not be valid.

I'm also aware that British Gas has said the damage described by Mr L is different to what is stated on the invoice. When Mr L first emailed British Gas, he said the engineer:

*"identified the locking nut located on the top of the water tank underneath a black cap signifying the location of the thermostat unit as the problem as it was loose. This has been tightened..."*

The engineer's invoice said:

*"Investigate and trace leak, rectify leak on hot water cylinder, leak identified as a loose compression nut at the top of the cylinder."*

I think, although not identical, these descriptions are consistent with each other. British Gas has said that during its investigation Mr L claimed the leak was on the immersion heater. I've looked at all the evidence provided by British Gas. I can't see that an immersion heater is referred to in the notes British Gas provided about what happened, other than in its response to Mr L's complaint in which it said:

*"It is to my understanding you sought advise from a third party engineer who identified a leak from the immersion on the top of the cylinder..."* (as original)

However, even if Mr L did at some point refer to the immersion heater, I wouldn't expect him to be an expert on plumbing. Regardless, as I've already said, I think Mr L's original description of the source of the leak is consistent with what was described by the engineer. So, again, I haven't seen anything that causes me to think that the invoice wasn't genuine or for the works carried out. As a result, I think there is sufficient evidence to show the engineer visited and found a leak.

There was also evidence of staining at both of the British Gas engineers' visits, which seems consistent with a leak at the time of their visits, even if they couldn't find the source. I also think it's reasonable that Mr L contacted another engineer because he still had concerns about a leak. That engineer found a leak and I think it's more likely than not that the British Gas engineers missed the leak. So, I think British Gas should refund Mr L for the cost of the engineer's visit.

British Gas has already paid Mr L compensation. I think that was fair in the circumstances and I don't see any reason to increase this amount.

**Putting things right**

British Gas must refund Mr L £420 for the cost of the engineer's visit.

**My final decision**

For the reasons I have given, it is my final decision that this complaint is upheld in part. I require British Gas Insurance Limited to refund Mr L £420 for the cost of the engineer's visit.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 23 September 2021.

Louise O'Sullivan  
**Ombudsman**