

## **The complaint**

Dr K complains about British Gas Insurance Limited ("British Gas") for delays in attending to respond to a leak. Dr K wants British Gas to pay him compensation for the costs of a plumber he engaged, damage to another property and for the increase in his insurance premiums following the leak.

## **What happened**

Dr K is a landlord. One of his properties is rented out to multiple tenants and has individually locked bedrooms. He held boiler and plumbing cover with British Gas.

In October 2020, Dr K reported evidence of a leak at the rental property to British Gas. He wanted British Gas to identify the source of the leak and isolate it.

British Gas attended the property on 21 October 2020. The engineer tried to locate the source of the leak but was unable to identify where it was coming from. The bedrooms were locked at the time of the visit, so the engineer was unable to check in those rooms. The engineer indicated that a return visit would be needed when the rooms would be accessible.

Dr K contacted British Gas again on 28 October 2020. He said that the leak was getting worse and there was now damage showing in the flat below.

British Gas arranged to attend on 30 October 2020, but again the engineer was unable to identify the source of the leak. Floorboards were lifted during that visit and no water or leak was detected.

Dr K contacted British Gas again and British Gas sent engineers again in late November 2020. The engineer used a thermal camera to track out heating pipes and removed kickboards to inspect pipes below the boiler. The engineer observed large holes to the outside for cables to go through and advised Dr K that this could be a source of rainwater entering. He also advised a boiler check as the boiler had high pressure and staining from water below the boiler pipe. No repairs were carried out on this visit.

The leak continued and ultimately Dr K authorised his tenant to engage a private plumber some months later. That plumber carried out works described as:

- Radiator leak small room - £85
- Kitchen leak inspection - £140
- Boiler repair. Labour £102.6
- Leak repair labour (3xvisits) £540

Total £867.60.

Dr K then reimbursed his tenant £867.60.

The property below experienced extensive damage which was claimed against Dr K's insurance. His premiums for property insurance have subsequently increased.

Dr K complained to British Gas. He felt that the delay in engineers attending caused the leak to get worse and resulted in greater damage to the property and property below. He wants British Gas to reimburse him for the cost of the repair, and to pay his additional costs.

British Gas partially upheld his complaint about delays and offered him £150 compensation. British Gas said it would pay the costs of the plumber that carried out the repair if a VAT invoice giving detail of the repairs was provided. British Gas later paid a further £100 compensation to Dr K, bringing the total compensation offered to £250.

Dr K was not happy with this and contacted us.

Our investigator looked into this matter and partially upheld the complaint. He considered that British Gas had not responded promptly enough to calls regarding leaks. He thought that British Gas should increase its compensation to £300 in total. He did not think that there was evidence that British Gas was liable for damage caused by the leak, and thought that British Gas's offer to reimburse the costs of the plumber who fixed the leak was reasonable, if Dr K produced a VAT receipt.

Dr K did not accept that view and asked for an ombudsman decision.

British Gas also did not agree to increase its compensation to £300. It considered that the £250 it had paid was sufficient.

### **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 appreciate Dr K's concerns that he has incurred substantial costs resulting from this water ingress and I understand that he feels that this is the fault of British Gas. He has said he encountered difficulties reaching British Gas and that his requests for help were not appropriately prioritised when he did.

It is clear that Dr K did not consider his exchanges with British Gas helpful, when he was able to make contact.

Overall, there is not enough information for me to form a reliable view on whether British Gas is responsible for the leak continuing for the time it did. It appears that the contractor who ultimately carried out repairs described a radiator leak in the small room, and an inspection for a leak in the kitchen.

British Gas has demonstrated that its engineer checked radiators for leaks and recommended a boiler check as there was evidence of staining in the kitchen from an escape of water.

Without more evidence about this leak it is not possible to tell whether British Gas could have possibly identified a radiator leak, or if this was even ongoing at the time of British Gas's visits. It is also unclear whether the British Gas engineers had access to the 'small room' on the visits. Dr K has been asked to provide further details of the repairs but has not done so.

Consequently, I cannot say that British Gas is at fault for not identifying and repairing the leak. I think that British Gas has acted reasonably in saying that it will consider reimbursing the costs of repairs if provided with further evidence.

I do not criticise that response and think it sensible.

Where there is a shortcoming from British Gas is in the response times. It is clear that there were multiple contacts from Dr K reporting an escape of water, and British Gas did not send engineers back for further investigations quickly enough for what were essentially a home emergency.

It is not clear when Dr K contacted British Gas on each occasion, but as the leak was reported to be ongoing, British Gas ought to have scheduled further visits quickly when it was not able to access parts of the property, and should have returned quickly when further called.

I consider that Dr K was caused some additional inconvenience during this time having to mediate between British Gas and his tenants.

My colleague has recommended that British Gas increase its compensation to £300 in total. British Gas has already paid £250 and thinks that is sufficient, and Dr K considers that British Gas should pay a much larger sum.

I am satisfied that it would not be reasonable to award the compensation Dr K has asked for, as evidence to support that has not been provided.

I consider that the sum suggested by my colleague is reasonable and in line with other awards we would make in similar circumstances.

I therefore endorse my colleague's view and partially uphold this complaint.

### **Putting things right**

In order to put matters right, I consider that British Gas should pay a further £50 compensation for Dr K's distress and inconvenience. This will bring the total compensation to £300.

### **My final decision**

For the reasons given above, I partially uphold Dr K's complaint and direct British Gas Insurance Limited to pay Dr K a further £50 compensation for his distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Dr K to accept or reject my decision before 12 October 2022.

Laura Garvin-Smith  
**Ombudsman**