

The complaint

Mr D on behalf of Mrs M as policyholder for business 'D' has complained that delays in attending to an issue with a boiler led to damage unnecessarily being caused by a water leak. Mrs M bought a Homecare agreement with British Gas Insurance Ltd (BGIL).

What happened

In November 2021 D bought a Homecare product with BGIL for a property D rents out to tenants.

An engineer carried out an annual boiler service on 19 November 2021 and no issues were identified. A couple of days later D reported to BGISL that the boiler pressure had dropped. D was advised to top up the boiler but the issue remained.

An appointment was arranged for an engineer to attend the property on 26 November 2021. But BGIL cancelled this appointment. Notes from BGIL say an engineer attended on 30 November 2021 but there was no answer. Further appointments were made but cancelled by BGIL until 23 December 2021. By this time the tenants had noticed a leak at the property.

The engineer who attended fixed the leak. D complained to BGIL about its poor service in cancelling booked appointments. They believe if the engineer had attended a month before, the damage caused by the leak would have been prevented. They wanted BGIL to cover the costs of the repairs caused by the leak.

BGIL upheld the complaint in part. It accepted it had cancelled a number of appointments to check the boiler. But it said the leak had been ongoing for a long time and wasn't related to its delay.

For the inconvenience caused by its poor service, BGIL paid compensation of £100.

D accepted the compensation sum for BGISL's poor service. But D asked us to look at their complaint. D felt BGIL should cover the costs to repair the damage caused by the leak. They believe if BGIL had attended sooner, the leak would have been prevented.

Our Investigator thought BGIL had acted reasonably.

D didn't agree. So the case has been passed 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.

There's no dispute that BGIL cancelled appointments to investigate a pressure issue with the boiler following the annual service over a period of a month. During this time a leak was discovered at the property. However, there is no evidence to suggest that the outcome would have been any different if an engineer had attended sooner to inspect the boiler issue.

There isn't any evidence to show that the leak was related. So I can't safely conclude that BGIL should be responsible for the repair costs for the damage caused by the leak.

I understand D will be disappointed with my decision. But this means I'm not upholding the complaint. I think BGIL has done enough to resolve it by paying £100 compensation for the inconvenience caused by its poor service.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask D to accept or reject my decision before 6 October 2022.

Geraldine Newbold
Ombudsman