

The complaint

Mrs P complains British Gas Insurance Limited (“British Gas”) didn’t handle a claim on her home emergency cover as it should have.

What happened

The details of this complaint were well known to both parties, so rather than repeat them, I focussed on the reasons for my decision. I issued a provisional decision. I said:

“I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

Mrs P says her boiler was leaking so on 3 December 2021 she called British Gas to make a claim on her home emergency cover. She says because it took British Gas until 9 December 2021 to attend, the water from the leak caused considerable damage to the floors in three rooms. What I must decide is whether British Gas should have treated Mrs P’s situation as a priority, and therefore attended sooner. I’m not persuaded it should have. I’ll explain why:

- A leak from a boiler, unlike something like a burst pipe, doesn’t necessarily mean a great deal of water is escaping.
- Mrs P said, in her complaint letter dated 2 March 2022, she was containing the water from the leak in a bucket which she needed to empty regularly, including twice a night. While an inconvenience, this doesn’t suggest a great deal of water was escaping.
- Mrs P has said, also in her letter dated 2 March 2022, British Gas offered (on 8 December 2022 based on British Gas’ records) to turn off her water, but she “...*would rather empty buckets than have no water*”. Again, this doesn’t suggest a great deal of water was escaping. Nor does it suggest her situation was dire.
- Mrs P contacted British Gas on 3 December 2021, and then not again until 8 December 2021, seemingly after she’d slipped while emptying the bucket. I find it more likely than not that had a great deal of water been escaping, and Mrs P’s situation was dire, she would have either chased British Gas sooner, or made alternative arrangements to fix the leak.
- I haven’t seen anything to suggest Mrs P was without hot water or heating.
- Given the time of year I consider it more likely than not British Gas had to give careful consideration to which customers were in urgent need of support.

A recording of the claim call isn’t available, so I don’t know what Mrs P said about her situation. British Gas has accepted the call handler could have asked more questions about Mrs P’s situation. But based on the above, I’m not persuaded British Gas - had it thoroughly enquired about Mrs P’s situation - would have thought she was in urgent need of support. So I’m satisfied arranging an engineer’s visit for 9 December 2021 was fair and reasonable in the circumstances. It follows I’m not intending to require British Gas to reimburse Mrs P for the alleged damage the escape of water caused to her floors.

In any case, if I were to conclude British Gas should have treated Mrs P's situation as a priority and attended sooner, I still wouldn't require it to reimburse her for the alleged damage the escape of water caused to her floors. I say this because for water to reach, and cause damage to, the floors in the three rooms (including a kitchen and bathroom, which tend to have floors designed to cope with water), it seems likely there must have been a lot of it, and for quite a long time. But as set out above, I'm not persuaded a great deal of water was escaping, Mrs P was containing it, and the leak was stopped on 9 December 2021, so it didn't last very long. Additionally, I have no evidence of the alleged damage. No photographs have been provided, neither engineer appears to have commented on it, and British Gas has provided a record which suggests there was a substantial leak in the bathroom (which is adjacent to where the boiler is positioned) in January 2021. So I can't be satisfied the damage exists, or that if it does, it wasn't caused by a different incident.

Now I'm not saying British Gas didn't let Mrs P down during this claim. An engineer attended on 9 December 2021. He stopped the leak but didn't fix the problem. He thought the problem was with the shower, so he isolated hot water to the bathroom. Another engineer attended on 16 December 2021. He said the shower wasn't the issue and went on to fix the problem. So by 16 December 2021, Mrs P's claim had been sorted. She was, however, without hot water in the bathroom for a week unnecessarily. British Gas offered to pay Mrs P £250 compensation for the distress and inconvenience it had caused her. While I don't agree with all the reasons British Gas gave for its offer, overall, I consider it a fair and reasonable one in the circumstances."

British Gas accepted my provisional decision. Mrs P didn't accept my provisional decision. She reiterated that he considered British Gas was at fault for damage to her floors and explained she considered British Gas had misrepresented the facts.

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.

Mrs P has a different recollection of events to those I set out in my provisional decision. But having revisited the evidence available to me - including Mrs P's own testimony as set out in her March 2022 letter - I'm satisfied my findings remain a fair reflection of what happened.

I still don't consider I can fairly require British Gas to reimburse Mrs P for the alleged damage the escape of water caused to her floors, or pay her more compensation, for the reasons I set out in my provisional decision.

My final decision

British Gas Insurance Limited paid Mrs P fair compensation. I don't require it to do anything more to resolve this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 21 March 2023.

James Langford
Ombudsman