

The complaint

Mr C complains about delays and the standard of service he received from British Gas Insurance Limited (British Gas), under his home emergency policy, which resulted in significant water damage to his home.

What happened

Mr C says he contacted British Gas in April 2021 to make a claim regarding his boiler. However, no-one attended until November. When an engineer attended, he says he didn't fix the fault and a second engineer had to attend to resolve the problem. Mr C says the boiler leaked into the cavity wall it was fixed to. He says the wall has had to be replaced due to the damage the water leak caused. Mr C wants British Gas to pay for the repairs, but it refused.

In its complaint response British Gas says it received a contact from Mr C in October 2021. He was having difficulty arranging an appointment over the phone. It says he was advised he should wait for an agent to become available or that he could make an appointment using his online account. British Gas says its engineers fixed a fault in November but received no further contact from Mr C until June 2022 when he reported water damage to his home.

British Gas says a field manager visited Mr C's home. He found the property was undergoing extensive renovation work and the area surrounding the boiler had been knocked back to bare brick. The manager reported it wasn't possible to determine how any damage had been caused. But if there had been a leak present since April 2021 this would've been observable when the engineers attended in November.

Mr C didn't think this was fair and referred his complaint to our service. Our investigator didn't uphold his complaint. She says there was no evidence Mr C contacted British Gas in April 2021. His first contact was reported in October, which was when a leak was mentioned. She didn't think British Gas was responsible for any damage that might have resulted from this, as it repaired the boiler in a reasonable timeframe after Mr C made contact.

Our investigator says there is no evidence to show what the cause of the damage was to Mr C's property or when this occurred. So, she didn't think British Gas needed to do anything further.

Mr C didn't agree and asked for an ombudsman to consider his complaint.

It 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.

Having done so, I'm not upholding this complaint. Let me explain.

British Gas says Mr C made contact in June 2021. This was regarding his service agreement and a dispute about the excess charge on his policy. From the records – the next contact

was in October when Mr C said he was experiencing difficulties getting through by phone to make a repair appointment. The note says he thought the call queues were too long and wanted the excess charge waiving for his next appointment. The record says the agent told Mr C he would need to wait on the call until an adviser was free. Alternatively, he could make an appointment online. The agent didn't agree to waive the excess charge.

British Gas has supplied records from its engineer visits. I can see a visit took place on 1 November 2021. The note from this visit refers to "*seals on flow pipe*". British Gas says this means the overflow pipe seals were replaced on this visit. I understand that this didn't resolve the leak that was found. So, a further visit was arranged a week later. The records say this appointment was too late for Mr C, so the visit didn't go ahead.

The following day an engineer returned. The records from this visit say, "*new flow pipe and sensor required, turned off ordered for Friday*". Three days later an engineer attended to replace the flow pipe and sensors, a leak was resolved, and the pressure sensor was also replaced.

I acknowledge Mr C's comments that he was in contact with British Gas from April 2021. But he hasn't provided any information to support this. From the evidence available the leak wasn't brought to British Gas's attention until October. An engineer's appointment was then arranged to take place in three week's time.

I've read the comments provided by the field manager who visited Mr C at his home seven months after British Gas's engineer last visited. I've also considered in detail the photos Mr C has supplied. These show his boiler next to a partial wall that has been taken back to the brickwork. In the photos the property appears to be undergoing renovation works over a larger area than just the vicinity of the boiler.

It's not clear from the photos what, if any, damage was caused by a leak emanating from the boiler. The photos support what British Gas has said about the property undergoing extensive renovation work. And that this made it impossible to verify Mr C's claim that damage had been caused by a leak it hadn't fixed quickly enough.

Having considered all of this I don't think British Gas treated Mr C unfairly. I can't see that it delayed attending to his boiler, or that it's responsible for damage resulting from a leak. So, I can't reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 18 April 2023.

Mike Waldron
Ombudsman