

The complaint

Mr H is unhappy that British Gas Insurance Limited won't pay for water damage he said was caused by its engineer. This is a home emergency policy.

What happened

Mr H called out BG to deal with a water leak claim that was coming through the ceiling. Mr H said the appointment couldn't be made for a few days, but he was willing to wait as the leak was minor and controllable. However, Mr H said when the engineer came to fix the leak, he broke a pipe, and this led to the entire central heating system flooding into his kitchen causing further damage.

BG didn't accept this. It said the damage to the kitchen was pre-existing and was there before its engineer turned up to fix the leak. As agreement couldn't be reached Mr H brought his complaint to this service.

Our investigator upheld the complaint. He said Mr H's evidence and testimony was more persuasive compared to the details from BG. He said BG should repair the damage caused or pay the costs based on invoices from Mr H. If Mr H had already completed the repairs BG would need to pay interest on the costs from the date Mr H had paid until the settlement date.

BG didn't accept this and asked for the complaint to be passed to an ombudsman for a final decision.

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.

BG maintains that the kitchen damage had occurred before it visited to resolve the initial leak. It said it was all pre-existing damage caused by the initial leak:

"Mr H reported a leak coming from his kitchen ceiling and an engineer visited on 14 March 2022 to diagnose the fault. He found that the central heating pipe was leaking and cut out a section and replaced this. This was tested and all was left working well."

BG continued *"The second engineer attended to take further images as the customer had claimed 'further damage' however there was no change from the images that [the first engineer "S"] had taken from when he first arrived on site.*

S had to drain down the whole property's central heating, a 1hr 20min give or take is a reasonable time for this along with carrying out the repair and making access.

I can see [contractors] have already advised our stance on it as the customer reported a leak through the ceiling we made access in said ceiling and found a leaking central heating pipe. Which we then repaired and there were no further recalls or visits for any other leaks."

BG said in view of this it wouldn't pay for the damage.

Mr H said all the extra damage was caused by BG's engineer in trying to repair the small leak he created much more damage. Mr H complained on 14 March after the incident but said despite calls to request further visits to resolve the further damage BG didn't arrange for anyone to come back and put it right.

Mr H said eventually he got a call back around 17 March letting him know an engineer would visit to take images and record the damage. The visit took place on 29 March. Mr H said he explained exactly what happened again and the engineer said his manager would be in contact. Mr H said nobody made contact. Mr H further chased up and was told on 10 May that the initial leak was the cause. BG didn't acknowledge or accept that it had broken the pipe, or that it caused the flood or damage. Mr H continued to raise his issues with BG pointing out what he said happened. Mr H was told a couple of days later that the contractors management team were going to further investigate the issue. Despite confirmation that they would contact Mr H this never happened. Instead BG eventually said the damage was still from the initial leak in its opinion and Mr H should contact his home insurance provider to claim. BG again said the photos from the first visit confirmed the damage was the same at the second visit. Mr H has categorically stated that no photos were taken by BG during the first visit.

Mr H said: *"My kitchen was flooded, the contents of all the radiators fell into my kitchen, the engineer S accepted that, we even gave him a towel to dry himself off. Once he'd completed the repair I asked him if he needs to bleed all the radiators as they have air in them now, he advised that he'd placed an 'airlock' in the system and this wasn't needed, I asked him the same question later and he asserted once again about the airlock. Later in the evening when some of my radiators were running cool, I had to bleed them all to ensure they were working properly. When the second engineer came to take the pics, I shared this with him and he just gave a quizzical look, asked the name of the first engineer and the rolled his eyes."*

So, the parties are completely divided in terms of what happened.

The initial report does confirm what Mr H has said all along. He wanted the leak fixed but he said it wasn't a big leak and it wasn't causing a lot of damage. The report confirmed the leak was *"controllable"*. Mr H has provided images and details that I think backs up his version of events in terms of the flood in his kitchen once the engineer attempted to deal with the leak. Mr H provided evidence of the initial leak showing how slowly the leak was dripping. He also provided evidence of the new piping. Mr H has been consistent in his evidence throughout. I don't think BG has dealt with the further damage claim reasonably or fairly.

I think BG needs to deal with the further damage caused by way of arranging repair or paying the invoice cost for repairs linked to the further leak related damage. If Mr H has already had the repairs carried out, then BG should also pay interest on the amounts from the dates on the invoices to the date of settlement.

Putting things right

- Either arrange repair of the further damage directly caused by its engineer or pay the costs of any invoice directly linked to the further damage caused by the engineer.
- *BG should also pay interest at 8% simple per year from the date on the invoices to the date of settlement.

My final decision

I uphold this complaint.

I require British Gas Insurance Limited to:

- Either arrange repair of the further damage directly caused by its engineer or pay the costs of any invoice directly linked to the further damage caused by the engineer.
- *BG should also pay interest at 8% simple per year from the date on the invoices to the date of settlement.

*If British Gas Insurance Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr H how much it's taken off. It should also give Mr H a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 8 June 2023.

John Quinlan
Ombudsman