

The complaint

Mrs B has complained about how British Gas Insurance Limited (British Gas) dealt with a claim under a home emergency policy.

What happened

Mrs B contacted British Gas when her boiler started to lose pressure. British Gas sent an engineer, who said the boiler needed replacing. Mrs B didn't agree, so British Gas sent another engineer, who visited a few times to carry out repairs. Mrs B later found damp patches in her lounge. Mrs B phoned British Gas, but was unable to arrange a visit. So, Mrs B contacted another company, who sent an engineer and repaired the leak.

Mrs B complained to British Gas. British Gas investigated the complaint and gave Mrs B referral rights to this service, but didn't reply to the complaint itself. An investigator at this service said British Gas was still trying to resolve what had happened. She said British Gas should pay £350 compensation for the delays and poor claim handling.

British Gas then wrote to Mrs B to explain the outcome of its investigation. It confirmed it had agreed to pay the £350 compensation and an additional £110, which was the policy excess and a £30 gesture of goodwill. It said it wasn't responsible for the damage, which was caused by the leak. It said it wouldn't reimburse the amount in Mrs B's quote for repairs to her home. It said if Mrs B made a home insurance claim and her insurer assessed it needed to raise a dispute with British Gas, the insurer could contact its claims team. However, it offered a further £100 as a gesture of goodwill.

So, Mrs B complained to this service again. Our investigator looked at what had happened at each visit and said there wasn't evidence to show British Gas was responsible for the damage caused by the leak. However, she said British Gas should pay a total of £200 compensation in relation to this complaint, which included the £130 it had already offered.

Both Mrs B and British Gas didn't agree. So, the complaint was referred to me.

I issued my provisional decision on 20 February 2024. In my provisional decision, I explained the reasons why I was planning to uphold the complaint in part. I said:

The relevant regulator's rules say that insurers must handle claims promptly and fairly. So, I've looked at what happened in this context.

As part of considering the complaint, I asked British Gas a range of questions. It also looked at the invoice from the company Mrs B contacted to repair the leak. British Gas told this service the leak repair would have been covered by the British Gas policy, so it said it would cover these costs and pay the compensation our investigator had recommended. It said this meant the total compensation and reimbursement across the two complaints would then be £840. British Gas' offer was put to Mrs B by this service. Mrs B said she wanted British Gas to contribute to the damage repairs. So, I've mainly focussed my decision on whether British Gas should pay towards the damage.

British Gas visited Mrs B's home on a few occasions. At the first visit, the engineer said the boiler needed to be replaced, which seems to have been incorrect advice. Another engineer visited a few times and replaced parts in the boiler. The boiler continued to lose pressure and a range of tests were carried out, including an overnight test, and no leak was found.

Mrs B has said that at the end of these engineer visits, the engineer and his manager said there must be a leak somewhere and that they would arrange a plumbing visit. About two weeks later, Mrs B followed up, as she hadn't heard anything further. She was transferred to the plumbing company, who made an appointment for just over three weeks later. Mrs B called back the following day as she thought this was too long to wait. A plumber visited the same day, but Mrs B said the plumber's leak detection equipment failed. A few days later, Mrs B found water damage to her property and she arranged for another company to fix it because she had problems contacting British Gas.

I asked British Gas whether its engineers had made the plumbing visit appointment. It didn't directly respond to this question. But based on what I've seen, I don't think British Gas' engineers booked the appointment. It only seemed to be arranged when Mrs B requested it herself. It was booked in for a date just over three weeks after Mrs B phoned.

British Gas told this service leak detection appointments were constantly booked up and Mrs B would have been booked the earliest available appointment. It said the scale of the leak would also have been factored in. So, I think this suggests that even if the engineers had booked the appointment following their visit, Mrs B was likely to have had to wait for the visit. Based on the appointment Mrs B was given when she phoned, this could have been three to four weeks. Mrs B found the damage to her property about three weeks after the previous engineer visits. So, I don't think I can fairly say the damage wouldn't have happened if the engineer had booked the visit, as I think the evidence indicates it's likely the appointment wouldn't have taken place before the visible damage appeared.

However, I'm also aware the plumbing company sent a plumber a few days before Mrs B found visible damage. Mrs B said the plumber's leak detection equipment failed and that if this hadn't happened, the damage wouldn't have happened. I've seen the report from that visit. The records describe the type of work as "plumbing". The resolution section said "Needs leak detection appointment". So, I think this indicates the visit wasn't booked in as a leak detection appointment, although I think the records are unclear what the purpose of the visit was. Mrs B has said the equipment failed. This wasn't listed on the report, although British Gas has confirmed this plumber did sometimes have leak detection equipment with him.

But I'm also mindful that, even if the plumber had working equipment with him, I don't know what the leak detection would have found and I can't say whether the leak would have been found and fixed that day. It's my understanding that the leak was under a bedroom floor that required intrusive work to access it. Looking at Mrs B's plumber's report, I also note her plumber visited on the first day and said they'd need to return a couple of days later to gain access and repair the leak. So, I don't think this was a simple repair or one that would necessarily have been found or fixed by British Gas' plumber on the day of the visit.

Mrs B also said her plumber told her British Gas made the problem worse by telling her she could continue to use the boiler. So, I've thought about this. In my view, for me to say British Gas should have told Mrs B to stop using her boiler it would need to be clear why it was reasonable to do so. It was known there was a leak but there was no identified source or visible signs of it, despite extensive work being carried out to find it. So, I can't see it was clear that continuing to use the boiler was likely to mean the leak might cause property damage. It would also have left Mrs B unable to use her boiler, possibly for a few weeks, until the leak detection could be carried out. Based on the information available to British

Gas at the time, I'm not persuaded it acted unreasonably by saying Mrs B could continue to use the boiler.

So, thinking about all of the above, I don't currently intend to say British Gas needs to contribute towards the repair costs for the property damage.

British Gas has now said it will pay Mrs B's plumbing bill, which was £210, as this would have been covered by her policy. I think it's reasonable for it to do so. I've also thought about compensation. British Gas offered a total of £130 as a gesture of goodwill. From what I've seen in this complaint, I think Mrs B was caused inconvenience and uncertainty by having to chase, and it seems arrange, the leak detection appointment. I think this also contributed to Mrs B's sense of grievance when she later found water damage to her home. In British Gas's response to the complaint, it also acknowledged there had been a delay in a leak detection engineer visiting, but didn't seem to explain why this didn't mean it was responsible for the property damage. Again, I think this added to Mrs B's sense of unfairness about how British Gas dealt with her claim and complaint. So, I think British Gas should pay a total of £200 compensation, which includes the £130 it already offered, as I think this fairly reflects the impact.

I asked both parties to send me any more information or evidence they wanted me to look at by 19 March 2024. Both parties responded before that date.

British Gas said it would accept my decision.

Mrs B didn't agree with my decision. In summary, she said:

- Nobody seemed to understand that she should have been told how to use the boiler without exacerbating the leak, which she had been told by her own plumber. She said she couldn't accept that not being told this didn't affect the leak, as it certainly did.
- It was incorrect to say that she wouldn't have been able to use the boiler as she could have continued to use it for hot water, as that was all she needed at the time.
- She had to use a dehumidifier to dry everything out. She had asked for these additional costs, but everybody had ignored this.
- She failed to see why she had to pay the redecoration costs, as these were caused purely by the delay in sending a plumber.
- British Gas's plumber had arrived with equipment that wasn't charged. She offered to let him charge the equipment, but he declined. He had no interest in detecting the leak, which Mrs B was certain he would have traced that day. He would have found the leak wasn't under the downstairs floorboards and she would have known not to use the boiler and the leak wouldn't then have caused damage to two rooms.

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 uphold this complaint in part and for the reasons given in my provisional decision. As part of that, I've thought about Mrs B's comments, but these don't change my view.

As I said in my provisional decision, British Gas provided its advice about continuing to use the boiler based on the information available to it at the time. I'm mindful Mrs B's plumber's comments, which I note aren't in the plumber's report, were based on different circumstances, as by then it was clear where the leak was located.

I'm also not persuaded it was possible for British Gas to say Mrs B could continue to use her boiler for hot water, but not for heating. Mrs B's plumber knew the location of the leak when he said British Gas should have advised her to only use the hot water. But British Gas didn't know the source of the leak, which was why leak detection was needed. So, I don't think it would be reasonable for me to say British Gas should have provided advice to prevent water running through a particular pipe, when it didn't know it was leaking.

Mrs B has also said British Gas should pay for the damage because of the delay in sending a plumber. There was a gap in a plumber being able to attend. It's for British Gas to decide how it allocates its resources. It explained to this service that leak detection appointments were in demand and how it prioritised based on the severity of a leak. Based on what I've seen, even if the engineer had booked the appointment, I think it was likely to have been booked in for a date after the property damage appeared.

I also remain of the view that I don't think I can fairly say British Gas would have, or should have, found the leak when its plumber visited. It was an appointment booked on the day and didn't seem to be logged as a leak detection appointment. As I explained in my provisional decision, I can't say with reasonable certainty that the plumber would have found the leak, even if he had working equipment with him.

In terms of the dehumidifier costs, I would only have required British Gas to pay these costs if I thought it was responsible for the damage. However, as I didn't reach that conclusion, I didn't require it to cover related costs. That includes the drying costs.

Having reviewed the complaint again, I remain of the view that British Gas should pay the plumbing costs and a total of £200 compensation.

Putting things right

British Gas should pay Mrs B the £210 plumbing costs and a total of £200 compensation, which includes the £130 it previously offered.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld in part. I require British Gas Insurance Limited to:

- Pay the £210 plumbing costs, which it has confirmed the policy would have covered.
- Pay a total of £200 compensation, which includes the £130 it has already offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 26 March 2024.

Louise O'Sullivan
Ombudsman