

The complaint

Mr and Mrs B complain about British Gas Insurance Limited (“British Gas”) for damage to their home which they consider was caused by its operative. They want British Gas to reimburse them the costs of repairs.

What happened

Mr and Mrs B hold homecare insurance with British Gas. Their policy covers issues with plumbing and drainage at their home.

British Gas appoints agents to undertake repair work but for the purposes of this decision I will refer to all actions taken by those under British Gas’ control as being done by British Gas.

In Summer 2022, Mr and Mrs B submitted a claim to British Gas for assistance due to a blocked overflow and drainage pipe.

At the time of the claim, a water mark was appearing on their living room ceiling, below the bathtub.

British Gas sent an engineer to Mr and Mrs B’s home at the end of August 2022.

The engineer assessed the situation and diagnosed a blocked waste pipe in the upstairs bathroom. He considered that he would need to return with a colleague and different equipment to clear the blockage.

Whilst at the property, Mr and Mrs B report that the engineer part filled the bath and removed the plug, in order to see whether/where the water would drain to. Mr and Mrs B say they yelled for the engineer to put the plug back in, but it was too late.

Mr and Mrs B report that this caused substantially more water to come through their living room ceiling and caused more damage. The engineer then left, whilst Mr and Mrs B attended the damage.

British Gas returned some days later and they were then able to clear the blockage.

Mr and Mrs B are upset that they feel that additional damage was caused by the engineer. They consider that the damage that had previously appeared could have been repaired easily but, once deluged with the water from the bath, the damage was far more significant and the ceiling needed to be replaced due to damp and mould issues. They have incurred significant costs from this.

They complained to British Gas. They felt that British Gas ought to pay for the repairs as they considered it was the engineer who caused the most part of the damage.

British Gas sent its final response letter in March 2023. It rejected the complaint and considered that the damage to the property had already occurred by the time of the visit and was due to the blockage, rather than the actions of the engineer.

British Gas apologised for complaint handling and service issues and offered Mr and Mrs B £70 compensation for their distress and inconvenience.

Mr and Mrs B were not happy and contacted us.

Our investigator looked into this matter and did not recommend that the complaint be upheld. He considered that there was evidence showing significant damage both before and after the engineer's visit and so he thought that Mr and Mrs B would have had to pay for repairs in any event.

Mr and Mrs B did not accept that view and asked for an ombudsman decision.

I issued a provisional decision in respect of this complaint in January 2024. In that provisional decision I set out that I thought that British Gas ought to do more to put matters right. I considered that British Gas's agent's actions had exacerbated the damage and had caused Mr and Mrs B additional distress and inconvenience.

I considered that to put matters right, British Gas should pay to Mr and Mrs B 50% of any insurance excess that they had incurred as a result of the damage, and £250 for their distress and inconvenience.

That provisional decision has been shared with the parties and they have been invited to comment.

Both parties have responded. British Gas has accepted my provisional decision and Mr and Mrs B have made some further comments on my provisional decision. They remain of the view that British Gas is primarily liable for the damage to their home.

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.

Mr and Mrs B strongly feel that the damage that was already done was minor and that it was almost dry before the additional water was added. They say that no new staining had appeared recently before the engineer came. They feel that the engineer caused the greater part of the damage.

Mr and Mrs B explain that they did not claim on their home insurance for the damage as they did not want to lose their no claims history and incur increased premiums when they renewed their insurance. They have since sought to claim against British Gas's agents for the damage but have been unsuccessful to date.

I have considered their additional comments and I understand why they did not make a claim. I remain of the view that an insurance claim would have been appropriate for the damage both before and after British Gas's attendance, but accept that Mr and Mrs B decided against this for their own reasons.

I have taken into account that the additional water most likely did increase the damage that was caused, and so I provisionally awarded 50% of any excess cost that Mr and Mrs B had to pay. I thought this a fair resolution as I was not able to accurately apportion the costs of

the repairs that were and were not due to the additional water.

As Mr and Mrs B did not claim on their insurance, there was no excess paid. I remain of the view that a fair resolution to the complaint would be for British Gas to contribute to the costs which Mr and Mrs B had to incur following the engineer attendance. I think that British Gas should pay £200 instead of the contribution to an excess, as policy excesses for escapes of water are usually between £250 and £400. This is in addition to the compensation for distress and inconvenience.

I appreciate that Mr and Mrs B think that the contribution ought to be higher, but I have taken into account that Mr and Mrs B chose not to claim and to fund the works privately, when it presumably remained open to them to claim.

In light of that, I adopt my provisional decision and reasons as my final decision, with British Gas paying £200 in lieu of a contribution to a policy excess.

My final decision

For the reasons given above, and in my provisional decision, I uphold Mr and Mrs B's complaint and direct British Gas Insurance Limited to:

- Pay to Mr and Mrs B £200 in lieu of a contribution to a claim excess; and
- Pay to Mr and Mrs B £250 compensation for their distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 27 March 2024.

Laura Garvin-Smith
Ombudsman