

The complaint

Mr S complains that British Gas Insurance Limited (British Gas) caused damage to his property when they didn't fix a leak they attended to or properly advise on the risk to the property whilst waiting for replacement parts to be fitted.

There are agents acting on behalf of British Gas throughout this claim but for ease of reference I'll refer to British Gas unless otherwise specified.

What happened

Mr S had a home care policy with British Gas which covered him for breakdown or issues with his central heating, plumbing and drains and home electrics. In December 2023 Mr S reported an issue with continuous water dripping into the tundish. A few weeks later on 27 December 2023 an engineer visited the property to fix the issue. The engineer had issues isolating the water to fix the issue and had to isolate it from the outside as the stopcock in the kitchen wasn't working properly. He replaced the stopcock in the kitchen whilst there but as he didn't have the correct size part, he was unable to complete the fix reported at that time and instead ordered a new part to be delivered directly to Mr S. A follow up appointment was booked for a few weeks later to fit the replacement part.

Mr S contacted the engineer on 2 January 2024 to see when the part would arrive. He was advised they were waiting on an update from the wholesaler. The replacement part then arrived on 4 January 2024.

On 9 January 2024 Mrs S came home to water dripping through the kitchen ceiling and through the lights, the carpets near to the boiler were also soaked with water. She called Mr S who advised her to turn the water and electrics off. Mr S then contacted British Gas and reported the issue and asked for someone to come out to inspect it urgently.

British Gas arranged for an engineer to attend the property that evening to isolate the water. And whilst there they fitted the new part to the boiler which fixed the issue.

Mr S asked British Gas to fix the damage sustained as he felt this was a direct result of the engineer not fixing the issue. They responded to say that they had attended a leak which had already caused an element of water damage. And whilst they hadn't fixed the leak in a timely fashion and further damage may have been caused as a result, they couldn't be held liable for the full extent of the damage to the property which was already affected by the initial leak. They felt something couldn't be damaged more than once and the repairs needed to take place regardless because of the initial leak. They felt they therefore couldn't be held liable for all the damage caused and suggested Mr S contact his home insurance provider to make a claim. And his home insurer could then approach British Gas for a contribution towards the outlay.

Mr S wasn't happy with this and made a complaint. He said there wasn't any damage to his property when the engineer initially inspected the issue, the damage wasn't sustained until the 9 January after the engineer failed to fix the issue.

British Gas sent their final response on 22 February 2024. They said the actions of the engineer wasn't the cause of the leak, which was pre-existing. The parts weren't available, but the engineer offered to isolate the water which Mr S declined.

Remaining unhappy Mr S referred his concerns to this service. He explained the engineer didn't offer to isolate the water or inform him of the risk of not doing so. He didn't understand why the engineer would isolate the water and not the tank itself anyway. He said he didn't think it was fair for him to have to claim on his home insurance which he'd likely have issues claiming for anyway as this was a direct result of the inaction of British Gas.

Our investigator reviewed the complaint and felt British Gas hadn't handled things fairly. He wasn't satisfied the engineer had offered to isolate the water and as result felt British Gas should pay for the damage to be rectified.

British Gas didn't agree with the investigators full outcome and maintained the engineer had offered to isolate the water and recommended it. But they accepted there was a delay in returning to fix the issue and this is when the leak occurred, so they offered to contribute 50% towards the repairs.

Mr S didn't agree with this, he maintained at no point the engineer advised them to isolate the water and they weren't aware of any risk of a sudden flood from the tundish while the new parts were on order/ waiting to be fit.

The investigator maintained his view and as a resolution couldn't be reached 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.

Whilst I've considered all the information provided by both parties, I haven't commented on it all. Instead, I've focussed on what I consider to be most relevant to the outcome reached. This isn't meant as a discourtesy but reflects the informal nature of this service.

British Gas have a responsibility to handle claims promptly and fairly and they shouldn't decline a claim unreasonably. They sent an engineer to fix the issue with the boiler and it was unfortunate he didn't have the appropriate parts to complete the repair. He ordered what was needed to fix it and a future appointment was arranged for him to return. This isn't unreasonable as there wasn't anything he could do at that point to complete the repair.

I note during the engineer's visit, he detected an issue with the stopcock in the kitchen and had to isolate the water from the street, and whilst there fixed the stopcock so it was easier for Mr S to do this in the future should he need to. British Gas have said, as the engineer was unable to complete the repair, he offered to isolate the water and recommended this, but Mr S declined.

I note the engineers notes from the time of the visit say:

"22mm stopcock failed, new 22mm lever valve and 22mm double check valve installed, no leaks. 3b6b combi valve with cold balance, 12 litre expansion vessel and 3/4 flexi required."

There isn't any note to suggest the engineer offered to isolate the water or recommended it. I understand British Gas have referenced their agents standard operating procedure in

offering isolation of water when a repair isn't possible. But something so significant, particularly if they felt there was a risk of a leak into the property, I'd have expected to have been noted. I also note at the time, water hadn't yet leaked into the property, so it's possible the engineer hadn't seen there to be an ongoing risk of this.

Mr S has said the engineer did not offer to isolate the water or recommend it and he didn't understand why they would need to isolate the water supply, leaving them with no water to the property, as opposed to the boiler itself. I don't think this is an unreasonable point and one that I'm persuaded he would've asked if isolation of the full water supply was suggested. Particularly as it was winter and over the Christmas period where there are generally delays due to the holidays. Given the action taken at the time of leak, I'm also not persuaded Mr S would've risked a leak into his property had he been appropriately informed of the risks.

I can't be sure what was said at the time but given the importance of the need to isolate either the boiler itself or the water supply in this instance I'd have expected some comment on that from the engineer in their notes to support what had taken place on the day. On balance, for the reasons explained I find it more likely than not the engineer didn't bring the water isolation or associated risks to Mr S' attention. And as a result, damage has been caused to the property.

British Gas have accepted there was a delay in fixing the issue and so have offered to cover 50% of the cost for rectifying the damage sustained. I have considered British Gas' comments that the actions of the engineer didn't cause the leak which was pre-existing and responsibility for the damage doesn't rest with them. And that Mr S didn't mitigate the situation by contacting them when the replacement part arrived.

However, whilst the engineer didn't cause the leak, I think he should have done more to alert Mr S to the need to isolate the water and been clear about the associated risks of not doing so. I note from the file that Mr S sent a message to the engineer on 2 January 2024 asking when the materials would arrive. He was informed they were awaiting a reply from the supplier. The part then arrived between the 2-4 January 2024. Mr S had an appointment booked by the agent for 12 January 2024, I haven't seen anything to suggest they asked him to get in touch if the part arrived at a certain point. And I note there wasn't any sign of leak into the property itself until Mrs S discovered water dripping through the kitchen ceiling and light fixtures on her return from work on 9 January 2024. At which point Mr S did isolate the water supply and called British Gas. So given his testimony, that he wasn't offered isolation or told about the associated risks, he wouldn't have known there was anything to mitigate before signs of the leak occurred.

Overall, for the reasons explained, I think British Gas should cover the full cost of rectifying the damage sustained as a result of the leak from the tundish. Whilst British Gas did send an emergency engineer after the leak and fixed the issue, Mr S has had to live with damage to his property for some months, which has yet to be fixed, and been concerned about how the leak may have affected his electrics. With this in mind I think it fair and reasonable for British Gas to also pay Mr S £100 for the distress and inconvenience caused.

I recognise British Gas have already asked Mr S for estimates for the repairs as they intended to cash settle part of the complaint. I don't think this is an unreasonable way to resolve things but require British Gas pay the full amount for rectifying the damage.

My final decision

My final decision is that I uphold this complaint. To put things right British Gas Insurance Limited should:

- Ensure Mr S is put back in the position that he was in before the leak occurred, therefore rectifying any damage that occurred as a result of the leak on 9 January 2024. This would include the kitchen ceiling, carpets, and an electrical check.
- Pay Mr S £100 for the distress and inconvenience caused

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 21 November 2024.

Karin Hutchinson
Ombudsman