

The complaint

Mrs D's complaint is about British Gas Insurance Limited's handling of a claim under her home emergency insurance policy.

What happened

Mrs D holds the home emergency insurance policy for a property she rents out. Mrs D says that she contacted British Gas in mid-February 2023 regarding a leak but the first appointment did not take place until mid-March 2023. Mrs D says there were three appointments where British Gas did not turn up and the leak was not fixed until 19 April 2023.

Mrs D says that due to British Gas's delays she lost three months' rent which was withheld by her tenants and they decided to leave as a result of the ongoing leak. Mrs D also says that the delays meant there was significant water damage to the property, which needed redecorating and the carpets needed to be replaced.

British Gas disputes the chronology of events given by Mrs D. It says that Mrs D first contacted it about the leak on 15 March 2023 and the first appointment was 21 March 2023. At that appointment its engineer thought the water ingress was due to a problem with the roof, which would not be covered under the policy, so it told Mrs D there was nothing more it could do.

British Gas says Mrs D contacted it again on 25 March 2023 to say the leak was continuing and she had been expecting British Gas to contact her about it. It says Mrs D also said that she had evicted her tenants.

British Gas says its engineers attended again on 4 and 5 April 2023, but no one was at the property on either occasion. There was a further appointment due to take place on 7 April 2023, which British Gas says it had to cancel. The leak was then resolved on 19 April 2023. British Gas's notes from that visit state the waste pipe had been melted as a result of a fire and there were signs of a fire on the joists and boards around it. The notes say the engineer thought it would have been leaking for some time.

British Gas does not therefore agree that it caused any damage to Mrs D's property but offered £250 compensation, as it agreed that the service provided could have been better than it was. I understand this was paid to Mrs D by bank transfer.

Mrs D remained unhappy with British Gas's response to her complaint, so referred it to this service. Mrs D has asked for further compensation, as she says she has medical issues and this matter has made them worse. Mrs D has also told us that the water damage was rectified and a new tenant moved in May 2023.

One of our Investigators looked into the matter. She did not recommend the complaint be upheld, as she did not think there was evidence to support that any loss of rent was due to anything done wrong by British Gas. The Investigator agreed there was some mis-advice and an initial delay by British Gas but considered the £250 compensation already paid for

this was reasonable.

Mrs D does not accept the Investigator's assessment. She says the Investigator has added to her medical issues due to the many flaws in the investigation.

Mrs D has also raised an issue about the service of the boiler which took place in May 2023 but that is not part of this complaint.

As the Investigator was unable to resolve the matter, it has been passed to me.

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.

There is a dispute about the date the claim was first reported to British Gas. Mrs D says this was in February 2023 and she has also provided a video of a contractor that she says was from British Gas at her property, which she says was taken by the letting agent on 15 March 2023.

British Gas says this was not its engineer in the video. British Gas's file records show notification of the claim on 15 March 2023 and the first attendance on 21 March 2023. Its records show it was reported there was a leak from the basin in the bathroom but that it was controllable.

I have also seen the appointment notification of the appointment on 15 March 2023 (and the others in April 2023) that was sent to Mrs D. I have not seen any similar notification of any appointment with British Gas for 15 March 2023.

Mrs D has also provided screenshots of telephone messages between her and her letting agent to support that British Gas was aware of the claim earlier than 15 March 2023 but I do not agree that this is established in any of these messages.

Having considered the evidence available to me, on balance I think it is more likely than not that the claim was notified to British Gas on 15 March 2023 and the first attendance by British Gas was on 21 March 2023.

The engineer that attended on that day records that he ran all the waste systems from the bathroom and couldn't find any signs of a leak. He apparently said he thought the water was from the roof, which was incorrect. I do think it would have been reasonable for more to have been done to investigate the internal plumbing further. Having seen the photos showing the damage to the downstairs room from the leak, I think it should have been reasonably clear this was from a pipe within the property and I have not seen anything that would support that the roof was leaking.

After Mrs D contacted British Gas again, it made an appointment for 4 April 2023. And after this one did not go ahead one was made for 5 April 2023, which also did not go ahead.

Again there is a direct conflict of evidence, as Mrs D says her tenants were waiting at the property and also that her agent was waiting to be contacted to let them in, but British Gas didn't show up. On the other hand, British Gas says its engineers did attend both appointments but no one was at the property.

I have seen the engineer's notes that show on 4 April 2023 customer not in and that he couldn't get in touch on the phone. And the notes from 5 April 2023 record that the engineer

waited 20 minutes at the property. These notes were made contemporaneously and I have no reason to doubt them. While I cannot of course be certain, I am satisfied it is more likely than not that British Gas attended the property for the appointments on 4 and 5 April 2023.

Another appointment on 7 April 2023 was cancelled by British Gas and there was then a two week period before they were able to attend and repair the leak.

Given that British Gas did try and do the repairs on 4 and 5 April 2023, I do not think the entire period from 15 March 2023 and 19 April 2023 before the leak was fixed was due to British Gas.

There was however, some delay on British Gas's part. I think it would have been reasonable to expect an appointment sooner than six days after the claim was first notified. I also think it should reasonably have made further investigations at the appointment in March 2023 and then there was 10 days after Mrs D called to chase before the first appointment for 4 April 2023 was made. There was also a delay rescheduling after the appointments in early April 2023 did not go ahead.

Mrs D says that this delay means British Gas is responsible for the water damage to the décor and carpets as well as three months' loss of rent and additional charges made by her managing agents for attending appointments.

British Gas would only be responsible for any additional, avoidable damage to the property that was a direct result of avoidable delays on its part.

British Gas says that the basin waste pipe had been damaged by fire, so it had melted which caused it to leak. I have seen a photo its engineers took of the damaged section of pipe, which shows the wooden joists and boards around the pipe are charred and burnt. British Gas says that its engineers considered this meant the leak would have been going on for a "*good while in our opinion*". It does seem to me that water damage to the property would have been caused already before the leak was reported to British Gas. It would not be responsible for any damage already done before it was notified of the leak and before it was provided with a reasonable time to repair it.

In support of her complaint, Mrs D has provided an invoice for redecoration of the property dated 16 March 2023, the day after the claim was notified to British Gas. I assume this is a quote although it is headed invoice, as the work had not been done at that point as far as I am aware. The invoice is also for redecorating the entire house, not just the areas that were water damaged as a result of this leak.

Mrs D has also provided a receipt for payment for the new carpets dated 24 March 2023 and a receipt for removing the old carpets dated 28 March 2023.

Mrs D had arranged to have the whole house redecorated and had a quote for that provided on 16 March 2023, only a day after the claim had been notified to British Gas. The delays from 15 March to 19 April 2023 on British Gas's part would not have led to the need to redecorate the entire house on or before 16 March 2023. I do not therefore consider that the cost of this redecoration can reasonably be said to be due to anything British Gas did wrong and cannot therefore reasonably require British Gas to pay towards the redecoration costs.

Similarly, the payments for the new carpets and stripping out the old carpets were made on 24 and 28 March 2023 respectively. There is no independent evidence the carpets were ruined by the leak but in any event, even if there were, the decision to change the carpets (which seems to have included for areas affected by the leak) would have been made before payment was made. Given this, I am not persuaded that the carpets needed replacing solely

due to any delay by British Gas between 15 March and when Mrs D decided to replace the carpets, sometime before 24 March 2023. I do not therefore consider I can reasonably require British Gas to pay towards the cost of the carpets.

With regard to the loss of rent, again there is contradictory evidence. British Gas has said Mrs D told it that she had asked the tenants to move out around 29 March 2023. In her complaint to us, Mrs D says the tenants gave her notice in April 2023 and left in May 2023 because there were no bathroom facilities, as a result of the leak.

I have not seen any documentary or other independent evidence to support either party's account.

I note that British Gas asked Mrs D for further evidence about the dates the tenants left, including a copy of the tenancy agreements. Mrs D says she sent these but British Gas says it has not received them. There are no copies on file. I also note the Investigator told Mrs D she would consider this as further evidence, if Mrs D sent them in but we have not received them.

I cannot be certain, given the lack of independent evidence about this, but it does seem likely to me that the tenants had moved out earlier than April/May 2023. I say this because the carpets had been removed from the property and Mrs D had already got a quote for entire redecoration in mid-March 2023. I think it is unlikely she'd have decided to do that if the tenants were still there and intending to stay.

However, even if the tenants were still in the property and gave Mrs D notice in April 2023, the leak was fixed on 19 April 2023 and could have been fixed sooner if the appointment on 4 and 5 April had gone ahead, so I do not think it has been established the tenants left solely as a result of the delay on British Gas's part.

I have also not seen any evidence that the tenants withheld any rent during the period that I think British Gas did cause some delay (15 March to 19 April 2023). I do not therefore consider that I can require British Gas to make any payment for loss of rent.

Mrs D also says she had to pay her letting agent to attend the property for appointments with British Gas and wants that cost reimbursed. I have not seen any evidence to support this claim. But, even if there were proof of this cost, someone would have had to be at the property on 15 March and 19 April 2023 in any event. It was up to Mrs D if she wanted the agent to attend on her behalf and I do not consider it reasonable to require British Gas to make any payment for this.

In relation to the appointments on 4 and 5 April 2023, as set out above, I am satisfied British Gas attended on those days so I wouldn't expect it to reimburse any cost in relation to those appointments. British Gas cancelled the 7 April 2023 with notice, so I do not think there would have been any need for the agent to attend that day. I do not therefore consider British Gas needs to make any payment towards the agent's costs.

Mrs D is also very unhappy with the way her complaint was handled by British Gas. Complaint-handling is not a regulated activity in its own right, so I cannot consider British Gas's handling of her complaint.

As stated above, I think there were some delays on British Gas's part between 15 March 2023 and 19 April 2023, although I do not think it was responsible for this entire period. British Gas has paid £250 compensation for this already. I think that is reasonable and in line with awards made by this service.

Having considered everything provided to me, I do not therefore consider that there is any further award I can reasonably make against British Gas.

My final decision

I do not uphold this complaint about British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 20 September 2024.

Harriet McCarthy
Ombudsman