

The complaint

Mr N and Mrs N complain about British Gas Insurance Limited's handling of a claim made under their boiler and central heating insurance policy.

What happened

The background to this complaint is well known to both parties, so I'll provide only a brief summary here.

Mr N and Mrs N have a policy underwritten by British Gas Insurance Limited (BG), which covers their central heating system, their boiler and controls, and their plumbing.

On 9 May 2023, Mr N and Mrs N contacted BG to report a leak from their boiler.

The next day, BG's boiler engineer attended the property. According to BG's records, he concluded there was no leak from the boiler, but identified a fault with the shower. And he advised Mr N and Mrs N to call and ask for a visit from BG's plumbing contractor (who I'll call D).

Mr N and Mrs N's policy specifically and very clearly does not cover showers and sanitary ware. I'm assuming BG's boiler engineer thought that D would be in a better position to advise whether any necessary repairs were covered by the policy or alternatively could be carried out by D on instruction from Mr N and Mrs N.

Mr N and Mrs N called BG again on 15 May 2023 (5 days later) to request D attend. At that point though, it appears they reported a problem with an overflow pipe which was constantly spilling water onto their roof and into their garden.

BG's records suggest Mr N and Mrs N requested that D attend on 26 May 2023 (11 days after the call), as this was most convenient for them.

D attended on 26 May 2023, as arranged. Their records suggest that the work they completed that day was nothing to do with the reported issue (the water from the overflow pipe), which was actually rectified later – they attended again on 8 June 2023 and replaced a float valve in the water tank.

On 26 May 2023, D actually found a small "weep" on a gate valve next to the cylinder – and fixed it by tightening the valve.

They also identified a problem with the shower pump fittings. They advised Mr N and Mrs N that any repair to this wouldn't be covered under the policy (as mentioned above, the policy very explicitly doesn't cover showers).

It appears Mr N and Mrs N decided to try to fix that problem themselves by tightening the fittings, rather than pay D to do it (as a private, non-insured job).

That same evening Mr N and Mrs N called BG again. They said the leak was in fact from the central heating system and that the engineer who attended on 10 May 2023 had failed to

address it properly.

BG arranged for an emergency visit that evening. The engineer noted a leak under the cylinder but didn't feel it necessary to drain the system to make things safe. He arranged for a further visit the following morning.

The next day, the engineer recorded a leak on the cylinder and ordered a new one, to be fitted when available.

On 3 June 2023, Mr N and Mrs N contacted BG again to report a severe leak (they said from the boiler) which has caused significant damage to the ceiling.

D attended again. They found a leak from the shower pump fittings – the same problem they'd identified on 26 May 2023. This time, given the urgency of the situation, D tightened the fittings themselves (although that repair still wasn't actually covered under the policy) as a favour to Mr N and Mrs N.

D also carried out further testing and observation, which confirmed that there were no further leaks (including any which might affect the ceiling). Because that resolved the issue entirely, and there was no further leaking water, BG have assumed that the engineer who'd earlier suggested replacing the cylinder had made an error.

Mr N and Mrs N made a complaint to BG. It's their view that the first BG engineer to attend the property, on 10 May 2023, failed to diagnose the problem. That meant the leak (or leaks) wasn't / weren't fixed as soon as it / they should have been. That delay caused very significant damage to their ceiling. And they want BG to pay for the repairs.

BG didn't uphold that complaint. They said the damage was caused by leaks from the shower pump fittings, which weren't covered under the policy. And that the engineer who attended on 10 May 2023 advised Mr N and Mrs N that they had a problem with their shower.

They did, however, send a cheque for £250 to Mr N and Mrs N in compensation for BG's slow handling of the complaint. I understand Mr N and Mrs N haven't cashed that cheque.

Mr N and Mrs N weren't happy with this outcome and brought their complaint to us. Our investigator looked into it and thought BG hadn't acted completely fairly.

She said the leak from the cylinder valve may have played a part in the damage to Mr N and Mrs N's home. And so, BG should pay for 50% of the repair costs, and pay Mr N and Mrs N £100 in compensation for their trouble and upset.

She also (rightly) made it clear that we can't comment on the £250 BG had offered to pay in compensation for the poor complaint-handling because that's not a regulated activity.

BG disagreed with that outcome and asked for a final decision from an ombudsman.

I also disagreed with our investigator's view that the complaint should be upheld. So, I issued a provisional decision. That allowed both Mr N and Mrs N and BG to comment on my thinking and/or provide further information or evidence before I make my final decision on this case.

My provisional decision

In my provisional decision, I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I don't think there's any dispute in this case about the policy terms. Showers aren't covered. And damage caused by leaks isn't covered. BG will repair pipes, boilers and other parts of the central heating system. But if leaks from pipes, boilers or the central heating system cause wider damage to the property, it's not covered.

So, Mr N and Mrs N are right to think that BG would only ever be obliged to pay out for the ceiling repairs if it could be shown that they were responsible in some way for the damage due to their negligence or failings.

I don't think BG are in any way responsible for the damage. I'll explain why.

It's overwhelmingly likely that the damage was caused wholly by the leak from the shower pump, which is not covered under the policy terms.

When D attended on 3 June 2023, after Mr N and Mrs N reported a severe leak and damage to their ceiling (which had not been reported before), they stopped the leak from the shower pump fittings – and that resolved the issue.

The damage to the property is located close to the shower pump. And D provided photographs which show damage all around the pump. D said this suggested the pump fittings had been leaking for weeks if not months.

The issue with the overflow pipe – which was spilling water onto the roof and the garden is entirely unconnected with the damage to the ceiling. It was due to the water tank overflowing (into the overflow pipe) and no water escaped inside the house.

The minor "weep" on the cylinder was fixed by D on 26 May 2023. Mr N and Mrs N hadn't reported any severe leak or damage to their ceiling before then. So, it's not possible that the weep can have contributed to the major damage. In any case, the size and location of that particular problem suggest it has nothing to do with the damage to the ceiling.

So, I'm satisfied the leaks from the shower pump fittings are the cause of the damage.

As I've said above, the shower isn't covered under the policy. BG weren't responsible for fixing the shower pump fittings.

However, Mr N and Mrs N aren't the experts here – BG's engineers are – and so Mr N and Mrs N were entitled to expect that when BG were first called out, they would give a clear indication about what the problem was and what was needed to fix it.

If BG didn't do that – and either left Mr N and Mrs N to think they didn't have a problem or left them to their own devices having realised the issue wasn't covered under the policy – then I'd be inclined to uphold this complaint. In that case, BG might reasonably be held responsible for the leak continuing and the damage getting worse.

However, BG's contemporaneous records show that their engineer found there was no leak from the boiler, but there was a problem with the shower which needed attention. And the notes suggest he told Mr N and Mrs N that - and told them to

request a visit from D.

It's a safe assumption that he did indeed tell Mr N and Mrs N to request a visit from D, because that's exactly what they did. The fact they left it five days to do so is Mr N and Mrs N's responsibility. As is the fact that when they made that call, they appear to have been concerned only about the overflow pipe spilling water into their roof and garden.

BG's notes also suggest that it was Mr N and Mrs N who wanted D to visit on 26 May 2023 – 11 days after the call was made – rather than at an earlier date.

In a nutshell, the damage to Mr N and Mrs N's home is overwhelmingly likely to have been caused by a leak from the shower pump fittings (which are not covered under the policy). And Mr N and Mrs N were warned by BG's engineer at the first visit on 10 May 2023 that they had a problem with the shower which a plumber would need to come and look at.

The delay between 10 May and 26 May 2023 isn't BG's responsibility, it's Mr N and Mrs N's. And at the second visit (on 26 May 2023) – seemingly before the damage to the ceiling had become evident - the issue with the shower pump fittings was correctly identified and the on-going leak noted.

Mr N and Mrs N chose to try to fix that themselves rather than pay D to do it. They clearly didn't fix it very well. The leak was clearly on-going after that point and caused damage through to 3 June 2023 when D attended again and resolved the problem.

Bearing all of that in mind, I can't reasonably conclude that it was BG's negligence or any failure(s) on their part that caused the damage to Mr N and Mrs N's home. They were clear about what the problems were from the outset. And in any case, any delays between visits were not BG's fault."

And on that basis, I said I was minded not to uphold Mr N and Mrs N's complaint.

The responses to my provisional decision

BG haven't responded to my provisional decision. I assume that's because they agree with it.

Mr N and Mrs N haven't responded either. So, I have no new information / evidence or arguments to make me change my mind.

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 was no new information or evidence for me to consider. Nor were there any further arguments from either party.

Nonetheless, I have carefully considered again all of the information we have relating to this complaint. And I remain satisfied that BG aren't at fault and that the complaint should not be upheld.

My final decision

For the reasons set out above and in my provisional decision, I don't uphold Mr N and Mrs N's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N and Mrs N to accept or reject my decision before 30 August 2024.

Neil Marshall
Ombudsman