

The complaint

Mr D has complained about the standard of repairs carried out by his home emergency insurer, British Gas Insurance Limited ('British Gas'), after he discovered a leak at his house.

British Gas is the underwriter of this policy i.e. the insurer. During the claim Mr D also dealt with other businesses who act as British Gas's agents. As British Gas has accepted it is accountable for the actions of its agents, in my decision, any reference to British Gas includes the actions of the agents.

What happened

Mr D has a home emergency policy with British Gas. He initially reported a leak in November 2022 which British Gas said it repaired by repairing the overflow. A further leak was reported in April 2023 which was coming from the airing cupboard. In May 2023 a leak was reported to be coming from the flush pipe of the toilet and in June 2023 there was a leak on the pan connector of the toilet. British Gas said that the leaks were all relating to separate plumbing issues.

Mr D complained in June 2023 and said that the leak reported in May 2023 was the same as the subsequent leak but because British Gas's engineer failed to identify the cause of the leak, he failed to stop it and this caused damage to Mr D's house. He said because water was running down through the wall, there was damage to the plaster and wallpaper and a door was also damaged and couldn't be opened. Mr D wants to be compensated for this damage.

British Gas said it wasn't responsible for the damage to Mr D's walls and door as it was consequential to the leak and not something that it caused. It initially offered Mr D £50 compensation which it later increased to £200 and subsequently to £350. It said the compensation was for the distress it caused Mr D due to its multiple visits, poor communication and its poor customer service. Mr D rejected this offer.

British Gas formally responded to the complaint in October 2023. It acknowledged that it took too long for the matter to be resolved but said that each leak was separate and didn't directly result from a previous issue. It said the damage Mr D reported to it should be claimed under his home insurance policy. It also apologised for the level of service it provided. It maintained its £350 offer and said it would issue Mr D with a cheque and that it had also cancelled his excess.

Mr D's complaint to us

Mr D then brought his complaint to us. He said that when the engineer attended in May 2023, he incorrectly claimed he had fixed a leak at the base of the cistern. He added that the

engineer only stayed for 15 minutes and said the cause of the water running through the wall was the lack of tape on the connection at the base of the cistern. Mr D said that there was never any tape there. He said he queried this with the engineer as there was no water in the vanity units but the engineer just told him not to use the toilet for a few weeks and call British Gas again if there was no improvement.

Mr D said he followed this advice but the leak got worse. He called British Gas again a few weeks later and the same engineer attended. The engineer said that the problem was at the rear drain output pipe to the toilet and fitted a new connector. He also said he wanted to remove some of the bathroom tiles to make sure the leak was fixed. Mr D said the engineer told him that any damage would be at his own cost. Mr D said he didn't want his floor to be demolished but also felt that the cost of gaining access should have been covered under his policy.

Mr D said he told the engineer that one of the doors wouldn't close because of the additional damage caused over the weeks between the first and the second appointment. He said the engineer wasn't very helpful and told him to plane the door.

Mr D said that a different engineer attended later in relation to the overflow issue which the original engineer had tried to repair and said that there was an issue with the levels of the water tanks which needed fine-tuning. Mr D said he removed some of the panels and discovered that the base of the cistern was still damp even though this was meant to have been rectified after the May 2023 appointment. The engineer attended again and shut the water off to prevent further leaks. He repaired the system and there have been no further issues since.

Mr D said the delay in the correct diagnosis resulted in his house sustaining further damage. He said there is substantial ceiling and wall damage and wants it to be repaired in full. He said he shouldn't have to claim for this under his home policy and it should be covered under British Gas's professional indemnity policy.

Our investigator's view

One of our investigators reviewed the complaint and thought that British Gas's offer was fair and reasonable. She thought, based on the available evidence, the leak that happened in June 2023 was from a different source to the May 2023 leak. She said in order for her to say that British Gas's errors caused further damage she would need evidence to show that the engineer caused the leaks, or the leaks in May and June 2023 were caused by the same issue or clear evidence that the delay in resolving the issue caused further damage.

Mr D didn't agree and provided some further comments. He said British Gas failed to provide a professional level of service and did not use reasonable care and skill when carrying out this work. He said the overflow issue that he reported in November 2022 is ongoing.

Mr D added that when the engineer attended in May 2023 there was merely condensation which wouldn't have been the cause of the dampness on the ceiling. He said after the engineer's visit, he went away for a week and when he got back, he couldn't open his door as it had expanded due to the damp. He said that there was more damage to the wall and there was wallpaper and plaster damage.

Mr D also clarified that in September 2023 he did not report a leak but that there was water constantly running within the toilet pan.

Our investigator didn't change her view. In a conversation with Mr D she said that she couldn't hold British Gas responsible for damage that happened while Mr D was away. Mr D said that he was following the engineer's advice who told him to wait a few weeks.

Mr D asked for an ombudsman's decision and the matter was 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.

Mr D has a home emergency policy with British Gas which, among other things, includes plumbing and drains cover.

The other leaks

From what Mr D has said this damage occurred between May 2023 and June 2023. I understand that Mr D also made claims in November 2022 and later in September 2023 but it is the period between May and June 2023 that he is most concerned about. Nevertheless, I do appreciate that he feels that British Gas's overall service was poor and that it caused delays.

British Gas said that all the call outs were in relation to different leaks. It said the November 2022 leak was to do with the overflow pipe and the April 2023 was for a leak in the airing cupboard. I don't think Mr D disagrees. He said that the airing cupboard leak was fixed during the appointment. But he says the overflow is still leaking. As this wasn't the subject of this complaint this isn't something I can look at in this decision, but Mr D is free to make a further complaint to British Gas about this if he wishes. If he doesn't agree with its response, he is free to come to us.

The May and June 2023 leaks

Mr D reported a further leak in May 2023. He said he noticed a damp patch on his ceiling. British Gas's notes show that he reported a leak which appeared to come from the cistern. An engineer attended and according to Mr D said the leak was coming from the base of the cistern and this was due to the lack of tape around the pipe. British Gas said the engineer attended and fixed the flush pipe on the toilet.

Mr D said he questioned the engineer as to whether this was indeed the cause of the leak and said there was just condensation by the cistern. Mr D said the engineer asked him to monitor things and to report the matter again if the leak persisted and also asked him not to use the toilet. Mr D said he went away for a week and when he came back the leak was a lot worse.

According to Mr D, the engineer confirmed that the leak was indeed worse when he attended in June 2023. The engineer said that he changed the rubber seal on the pan connector

which goes into the soil pipework and said this was a new leak. British Gas spoke to its engineer after the complaint was made to find out more information. It seems the same engineer had attended in November 2022, April, May and June 2023. The engineer said that each time there was a different issue. The engineer also said he was able to open and close the door Mr D had referred to and that he looked under the bath and couldn't see any leaks.

I appreciate that Mr D says that the leak identified in June 2023 should have been identified in May 2023 as this was the main cause of the damage. The engineer feels they were two separate leaks. I appreciate what Mr D has said but the only available expert evidence states that these were two different leaks. So I think it was fair and reasonable that British Gas treated them as separate as this was based on the expert advice given to it.

Even if I were to accept that this was the same leak, which I don't, I have also borne in mind that Mr D was asked to keep an eye on things and inform British Gas if there were further issues. It is unfortunate that Mr D had to go away in the intervening time when it appears that most of the damage occurred. On balance, I think had Mr D been able to identify it sooner and report it to British Gas when it got worse as opposed to when he got back, the damage would have most likely been less. And as Mr D wasn't at the house at the time it isn't possible to say when the leak got serious enough to cause the damage.

Having said the above, I don't want to shift any blame onto Mr D who said that he was merely following the engineer's instructions who said he should wait a couple of weeks. But I also can't hold British Gas responsible for the damage that was caused while there was no one in the house to report the leak. Also, when the engineer told Mr D to wait a few weeks he was, I expect, under the impression that the matter had probably been resolved by fitting the tape. And the leak that the engineer found in May 2023 wasn't strong enough to cause the damage Mr D is claiming for so I don't think this kind of damage was reasonably foreseeable at that time. It follows that I have decided that, in the circumstances, British Gas doesn't have to compensate Mr D for this damage.

Our investigator said that if she were to agree that British Gas is responsible for the additional damage caused, she would need evidence to show that the leaks in May and June 2023 were caused by the same issue or clear evidence that the delay in resolving the issue caused further damage. I agree and as far as I am aware we have not been provided with any such evidence. And in terms of the delay in resolving this issue I think this was more down to the fact that Mr D was away rather than the engineer's actions.

The engineer's notes say that during the June 2023 visit Mr D did not want "further access made to assess" if there are further leaks and was happy to monitor the situation. Mr D agrees that he didn't want the engineer to lift any of the tiles. I appreciate Mr D said that he didn't want this because the engineer said that any further damage would have to be covered by Mr D. Mr D pointed out that he has access and making good cover for up to £1,000 as part of his policy and I agree with him. So I don't think the engineer's advice was necessarily correct. Nevertheless, from what Mr D says the leak stopped then, bearing in mind that in September 2023 what he reported wasn't a leak. So lifting the tiles wasn't necessary.

Mr D mentioned that he has accidental damage cover under his policy. This is correct but, my understanding is that, this would only cover him for damage he caused to the property himself by accident which wasn't the case here. The policy defines accidental damage as *"when you do something that stops your boiler, appliance or system from working properly without meaning to"*.

Mr D said he should be able to claim under British Gas's professional indemnity insurance policy. This isn't something I can look at in this decision as I am only looking at Mr D's complaint regarding his own policy with British Gas. From what I understand about professional indemnity insurance in general, if the person or company who has this policy becomes aware of a potential claim against it it can notify its insurer itself about it. Mr D has also mentioned taking British Gas to court which is something he would have to get independent legal advice on.

British Gas has offered Mr D £350 compensation for distress and inconvenience it caused including for its poor customer service. I think this is fair and reasonable in the circumstances. Though I don't think British Gas is responsible for the additional damage I don't think its service was always as we would expect. I note there were occasions where engineers would attend without knowing what they were meant to repair, or Mr D was contacted by more than one engineer for the same job. And I noted that he was misadvised about his access and making good cover. I think all this, coupled with the leaks themselves would have added to what were already quite stressful situations.

My final decision

British Gas Insurance Limited has already made an offer to pay £350 to settle the complaint and I think this offer is fair in all the circumstances. So my decision is that British Gas Insurance Limited should pay Mr D £350 if it hasn't already.

British Gas Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr D accepts my final decision. If it pays later than this it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

If British Gas Insurance Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr D how much it's taken off. It should also give Mr D a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 22 October 2024.

Anastasia Serdari
Ombudsman