

## **complaint**

Mr R complains about what British Gas Insurance Limited ("BGI") did when he reported a leak.

## **background**

Mr R told us that he called BGI about a leak in his property. He said that BGI sent someone out, but said someone else would have to come out to fix it, because the pipe ran underneath a concrete floor. The second visit was going to be in two days' time. But the next day the leak ruptured, and Mr R said he had to get some workmen who were in the house at the time to stop the leak and do the repairs. He paid £250 for that. He said that he'd been having a new kitchen fitted at the time, and it was very lucky that the section of the kitchen which flooded hadn't yet had new units fitted.

Mr R also said that BGI had blamed this on other people – it said that the problem had probably been caused by some workmen who were in the property at the time. And it said that it had offered to shut off water in the affected area on its first visit, but Mrs R had said no, because they would lose heating in part of the house. But Mr R said that wasn't true. She hadn't said that, and they had another form of heating in that part of the house anyway.

BGI said that it did think it was possible the workmen had caused the leak, because there was only a small wet patch around the pipe, which it said generally indicates that a pipe had only recently leaked. It didn't think that it was to blame for the larger leak which happened the next day, and it said that wouldn't have happened at all if Mrs R had accepted its offer to isolate that area of pipe. It wouldn't reimburse Mr R for the repairs he'd had done.

Our investigator upheld this complaint. He said that Mr R and BGI disagreed about what had happened when BGI said that it would send someone else out, and whether BGI had offered to shut off the water in the affected area.

Our investigator said that BGI hadn't provided detailed evidence about what was discussed at the time, like a job report. It was relying on a later statement. Our investigator said that he wasn't persuaded about what BGI had said, based on the evidence it had offered. It wasn't clear that BGI had said what it told us it had said, it wasn't clear that BGI had explained the potential impact of leaving the pipe as it was to Mrs R, and he didn't think that leaving the pipe as it was would've been the right thing to do anyway.

The pipe burst the next day, causing a very substantial leak. Our investigator said that Mr R didn't have time to wait for BGI to attend. He had to pay for the work to be done. And our investigator thought that this leak was BGI's responsibility. He didn't think it was caused by the workmen who were in the house at the time. So he thought that BGI should reimburse Mr R for the repairs. And it should carry out any further repairs under the policy that might be required.

BGI didn't agree with that. It repeated what it had said about who caused the leak, and that it had offered to isolate the pipes. It said that it couldn't provide other evidence to support what had happened when its engineers attended, because the person responding to our service hadn't been there herself, but she'd sent a report provided by the local office, and had no reason to doubt that.

BGI also said that it felt that Mr R could've asked his workmen to isolate the leak, then allowed BGI to complete the repair the next day. Mr R sent us an invoice for the work he'd had done.

Because no resolution to this complaint had been agreed, the case was then passed to me for a final decision.

### **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I've reached the same overall conclusion on this complaint as our investigator, and for broadly the same reasons.

Mr R has a home emergency policy which provides cover for repairs to his plumbing and drains. BGI hasn't suggested that this leak wasn't covered under his policy, or that any excess applies to this work.

Mr R rang BGI, and it attended to repair a leak. BGI has suggested that this leak could've been caused by the workmen who were at Mr R's property then. But it doesn't seem to have attempted to rely on this at the time, to suggest it shouldn't do further repairs. I think that BGI had accepted that it was responsible for these repairs. It arranged to attend two days later to do the work.

There is a dispute over whether BGI offered to shut off the water in the affected area before it left the property. It says it did, but Mrs R declined that. Mr R has said that Mrs R didn't turn down this offer. He also said that the reasons BGI gave didn't make sense. They didn't need the radiators in this area, because they had another source of heat.

Our investigator noted that we have no contemporaneous evidence from BGI of what was said. He suggested the informal witness statement that BGI provided after the event was less persuasive than a job sheet compiled at the time would've been. And he also said that even if BGI had offered to turn off the water, it should've explained to Mrs R clearly just what the consequences could be if it didn't do that. There was no evidence that it had done so.

I agree with these points. For those reasons, I think that it's not likely that Mrs R did make a fully informed decision to leave the water on in this area. It's not clear to me, on what I've seen, that it's more likely that she made this decision at all.

The pipe ruptured the next day. Mr R had some workmen in the house at the time. They stopped the immediate leak, cleaned up the mess, and fixed the problem. Mr R has provided an invoice for £250 for this work.

I think it was entirely reasonable for Mr R to get the workmen who were present in the property to stop the immediate leak, and to clean up the mess. I think that wouldn't have been necessary if BGI had isolated this area of the property's plumbing. So I think BGI should pay for this element of the work that Mr R had done.

BGI says that it already had workmen booked to attend the property the next day. And it has said that once the emergency was over, then it would've been possible for Mr R to wait for the repairs to be done under his policy.

Mr R had other workmen in his property, who were part-way through fitting a new kitchen. I can understand why he just wanted the leak to be repaired, without causing delays and perhaps further costs with that other work.

I know that BGI isn't responsible for keeping the costs down on the kitchen work that Mr R was having done at the time. But I don't think it would be fair to say that none of this was BGI's fault. It had already attended once for a small leak, and it didn't take that opportunity to avoid the risk of this worsening, by switching off the water in the affected area. I also note that BGI hasn't had to pay the cost of repairing the leak in Mr R's home, because he had those repairs done. And the cost of that element of the work seems to me likely to be relatively modest. I think it's unlikely to be significantly more than BGI would've paid to make these repairs the next day.

In these circumstances, I agree with our investigator that it's reasonable to ask BGI to pay the £250 invoice that Mr R has shown us.

### **my final decision**

My final decision is that British Gas Insurance Limited must pay Mr R £250.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 15 March 2019.

Esther Absalom-Gough  
**ombudsman**