

## **complaint**

Mr D complains about British Gas Insurance Limited. He's unhappy with their handling of a claim he made under his HomeCare policy following an escape of water.

## **background**

Mr D contacted British Gas about a water leak coming from his bathroom. An engineer visited the property on 20 August 2018 and found a leak coming from the bath waste and so replaced it. Another engineer visited the property the next day as Mr D reported that there was still a water leak. The engineer investigated the area but found no leak.

Mr D contacted British Gas about the issue again as he said the water leak was still ongoing. An engineer visited Mr D's property on 23 August 2018 and found another leak coming from the pipework to the toilet. He made access under the bath to complete the repair.

Mr D contacted British Gas again on 28 August 2018 saying there was still an active water leak from his bathroom. The engineer who visited Mr D's property the next day found a further leak coming from the toilet cistern and he replaced the float valve.

During this time Mr D complained about the service he'd received and the handling of his claim. He was unhappy with delays carrying out the repairs as the water had caused damage to his bathroom flooring and his kitchen ceiling below. He was also unhappy that an engineer had damaged his bathroom fittings. He also said that due to the delay in carrying out the repairs, his family had to move out of the property.

British Gas didn't think they were liable for the water damage caused to the property. They said the three leaks were not as a result of poor workmanship by their engineers. They accepted that their engineer did damage the sink though and offered £410 as a cash settlement. They also acknowledged service failings in respect of cancelled appointments and not turning up to complete the work. So they offered £220 for the distress and inconvenience this caused.

The complaint was brought to our service. An investigator looked in to the matter but she didn't think British Gas had to do anything further. She explained that under the terms of the policy British Gas only has to make good anything it damaged in order to gain access to the leaks. And so while Mr D wants them to repair damage to his property caused by the escape of water, and which he also considers was as a result of the engineer's poor workmanship, British Gas has said that Mr D reported water damage prior to any engineer involvement. So she didn't think it was reasonable to hold British Gas responsible for any existing damage to the property.

The investigator also didn't think British Gas had caused any undue delays in locating the leaks. She thought that when one leak is located and fixed, it is reasonable to assume the problem is resolved. And so she didn't think British Gas was obliged to access the entire plumbing system to see if there were further leaks. She acknowledged the misfortune in Mr D's case that there were several leaks from different areas of the bathroom but she didn't think British Gas were responsible for the water damage.

Mr D disagreed and so the matter has been passed to me for review.

## 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'd like to firstly say that I appreciate why Mr D is unhappy with what's happened. The water leaks have damaged his property and I don't underestimate the impact this has had on him and his family. But what I've considered is whether British Gas is responsible for the damage and if, under the terms of the policy, they're required to carry out the repairs. I realise this will come as a disappointment to Mr D but I don't think they are and I'll explain why.

Mr D's policy has the following exclusion:

***'Any other loss or damage***

*We're not responsible for any loss or damage to, or cleaning of property, furniture or fixtures as a result of your boiler, appliance or system breaking or failing unless we caused it. For example, damage caused by water leaks.'*

The damage to Mr D's property caused by the water leaks includes the bathroom flooring and kitchen ceiling. I understand Mr D thinks British Gas is responsible for the damage as it was as a result of poor workmanship and delays in repair. I've carefully considered this but other than the damage to the kitchen sink – which British Gas has accepted liability for – I've not seen anything to support this.

I've also taken in to account that when Mr D first contacted British Gas about the water leak he said that it was coming through his kitchen ceiling. I therefore think it's most likely that the water damage was caused prior to British Gas' engineers involvement. And although I appreciate it took several engineer visits to source and repair the three leaks, I don't think this was unreasonable in the circumstances. The leaks came from different areas of the bathroom and I agree with our investigator that it's reasonable to assume the problem is resolved when one of them is fixed. I therefore don't think the cause of the water damage to Mr D's property is due to the time taken to fix the leaks, as I think it was already pre-existing and so not a result of any delays on British Gas' part.

British Gas has accepted their engineer damaged Mr D's bathroom sink and they've offered £410 as a cash settlement. I think this is a fair offer and so I won't be asking British Gas to increase this further.

The policy does however provide cover for repairing damage caused by British Gas in getting access to the boiler, appliance or system - including, where required, leaving a level surface. In Mr D's case I'm aware the engineer who visited Mr D's property on 23 August 2018 had to obtain access under the bath. And that structural plywood was fitted underneath to leave a level service under the bath following the repair. I'm therefore satisfied that British Gas has acted in line with the terms of the policy in this respect as well.

I understand Mr D has since told our service that there is still a water leak coming from his bathroom. British Gas has tried to call Mr D to arrange a further engineer visit but weren't able to speak with him. If Mr D would like this to be looked in to further he should contact British Gas directly to arrange this.

Mr D has also complained about the service he's received from British Gas. This includes missed engineer appointments and the cost of telephone calls he's made to them about the

matter. British Gas has offered £220 to Mr D for this and while I appreciate he might not feel this is enough, I think it's a fair amount to recognise the trouble and upset this matter has caused him. I'm therefore not increasing it any further.

**my final decision**

For the reasons I've explained above, I think British Gas Insurance Limited's offer of £410 for the bathroom sink and the £220 compensation for trouble and upset is fair. And so – if it hasn't already been – I direct British Gas Insurance Limited to arrange payment of this to Mr D.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 3 August 2019.

Daniel O'Dell  
**ombudsman**