

complaint

Mr H complains about how British Gas Insurance Limited (BG) dealt with his HomeCare policy.

My references to BG include its agents.

background

Mr H's policy gives cover for '*boiler, controls and central heating cover including an annual service, plus repairs to plumbing, drains and home electrics*'.

In January 2018 Mr H found a leaking elbow joint in his airing cupboard and contacted BG to make a claim. He says the problem was a small drip, which had dampened the floor boards in the corner of the cupboard which seeped through to one of the spot light fittings in the kitchen directly below but caused no long term damage.

BG instructed an engineer from a business (that I'll refer to as D) to attend. Mr H says the engineer replaced the original elbow joint and also replaced the elbow joint on the opposite side which was showing wear. Mr H said that to do the additional work the engineer had to move and cut the long pipe leading up to the boiler. When the engineer finished Mr H says he was shown the replaced joints and the engineer said he shouldn't have really done the work as the pipe was a boiler outlet pipe which should have been done by a BG engineer, but the job had been simple.

About two weeks later Mr H found a lot of water under the boiler due to the pipe no longer being connected. He contacted BG and its engineer attended and found the repair work by the contracted engineer from D had failed.

Mr H says the second leak caused damage to the loft floor, the walls below the loft, the landing carpet and the ceiling below. He complained to BG in January 2018 and asked it to pay for the damage caused by the second leak.

In July 2018 BG inspected the problem. It wrote to Mr H saying '(D) may have failed to fix the leak, and further damage may have been caused to your property as a result. Please note that we cannot be held liable for the full extent of the damage caused since your property was already affected by the initial leak.'

BG told Mr H to make a claim on his home insurance and offered £30 compensation for its delays which he declined.

Our investigator thought BG was responsible for the damage caused by the second leak as BG had instructed the engineer from D to attend the property on BG's behalf. She recommended BG pay for the damage caused by the second leak and pay Mr H £200 compensation for his trouble and upset caused by the damage and its delay.

BG didn't agree. It said the two engineers worked on different pipes, D's engineer fixed an overflow pipe and the gas engineer repaired a condensate pipe. The second leak wasn't found until about two weeks after the initial repair and its technical manager thought a leak from the condensate pipe would be apparent 'quite quickly' as the boiler would produce condensation from being in use. Also there was already damage from the initial leak.

As the parties couldn't agree the matter's come to me for a 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 uphold this complaint. I'll explain why.

In BG's internal notes there's a record of what the second engineer found when he inspected and repaired the second leak. The engineer said that D 'had been before him and not been able to connect a pipe to the boiler due to them not being gas safe registered, had left a bowl under the leak which had overflowed and gone through ceiling'. BG's July 2018 letter to Mr H acknowledged that the engineer contracted from D 'may have failed to fix the leak, and further damage may have been caused to your property'.

So I'm not persuaded by BG's recent response that the engineer from D wasn't responsible for the second leak or the damage that caused.

BG contracted an engineer from D to do the repair for Mr H's claim on BG's behalf. BG is responsible to Mr H for any damage caused by that engineer.

BG says Mr H's property was already damaged from the first leak. But Mr H has always been clear about the damage caused from the first leak and the much more substantial damage from the second leak. BG isn't responsible for the damage from the first leak but it is responsible for the damage from the second leak.

BG must pay for the damage from the second leak to be repaired. Mr H has told us he hasn't had the damage repaired and has asked how the repair work will progress. Now I've decided BG is responsible it must contact Mr H in the timescale I've detailed below to discuss the practicalities such as quotes and timescales for the repair work. If the parties can't agree the practicalities of the repair work then ultimately Mr H can complain to us.

BG didn't action Mr H's complaint for about six months despite Mr H often chasing it. BG then denied liability. From the evidence I've seen BG should have accepted responsibility for the damage caused by the second leak quickly. Mr H has lived with the damage for a year now. BG's offer of £30 isn't enough. £200 is a reasonable amount to compensate Mr H for the distress and inconvenience it's caused.

my final decision

I uphold this complaint.

I require British Gas Insurance Limited to:

- pay for the damage to Mr H's property caused by the second leak, and
- pay Mr H £200 compensation for his distress and inconvenience it caused.

British Gas Insurance Limited must contact Mr H about the practicalities of the repair work and pay him the £200 compensation within 28 days of us telling it Mr H agrees my final decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 7 March 2019.

Nicola Sisk
ombudsman