

complaint

Mrs G is unhappy that British Gas Insurance Limited took eight days to attend her property after she put in a claim under her Homecare policy. She's also unhappy it won't cover the cost of repairing the damage caused by the leak.

background

On 15 February 2016 Mrs G's tenants reported a leak from under the kitchen sink. Mrs G gave the tenants her Homecare policy details and on 16 February they called British Gas and asked for an engineer to attend the property. Unfortunately there weren't any engineers available in this area until 24 February. The tenants called again on 17 February to see if an earlier appointment was available, but it wasn't.

On 24 February an engineer attended and attempted to fix the leak. After this Mrs G tenants lifted the kitchen floor to try and dry it out and discovered extensive water damage. On 11 March 2016 the tenants noticed the pipe was leaking again, so called British Gas back. On 16 March the leak was fixed.

Mrs G complained to British Gas and asked it to cover the cost of the damage to her floor. She said it would cost at least £850 to fix. She also wanted British Gas to refund the premiums she'd paid for the policy, minus the cover she'd been able to use. British Gas offered Mrs G £150 as a goodwill gesture – to apologise for the delays she faced getting an initial visit and the engineer then having to return in March. But it didn't agree the damage to the floor was covered under the policy. It said this was a result of the leak and so not due to the actions of British Gas.

Mrs G disagreed so she brought her complaint to our service. Our investigator didn't uphold her complaint. She explained that Mrs G hadn't purchased emergency cover, so British Gas was only required to attend in a reasonable time frame. And that consequential damage from a leak wasn't covered. Mrs G disagreed so the complaint has been 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. Having done so, I'm not upholding Mrs G's complaint.

I've considered the timescale it took British Gas to attend the repair.

The policy sets out that repairs or visits will be carried out within a "*reasonable timescale... unless this is impossible*" – rather than giving a set period of time. I think eight days is a long time to wait for a repair, but British Gas has awarded Mrs G compensation to apologise for this. And unfortunately the first available appointment by an engineer was in eight days, so this is what Mrs G's tenants were offered. This is in line with the policy terms, so I can't say that British Gas has done anything wrong by not being able to send someone sooner. And British Gas asked Mrs G's tenants on 17 February to let it know if the problem got worse. But they didn't contact British Gas again.

I understand Mrs G says she thought she was taking out emergency cover. But I can't see anything on her paperwork which says this is the case. And this isn't something she's previously raised with British Gas. So she will need to contact it directly if this is something she now wants to complain about.

Neither party is disputing that British Gas made it clear that no one was available for eight days. So I've thought about what Mrs G did to mitigate her loss. In the phone call on the 17 February the tenant confirms a bucket has been placed under the leak and she also says to British Gas that "*we aren't in dire straits at the minute*". She accepts that no one can come out sooner and acknowledges the British Gas advisor when he says to let it know if the leak gets worse. When British Gas told the tenants no one was available until 24 February it was up to them/Mrs G to decide if a faster repair was needed. And if they considered it was, it was up to them/Mrs G to arrange this. But no one did and instead the leak was left for eight days.

British Gas sets out in the policy that:

"Unless we cause it, we'll not be responsible for any loss or damage to property as a result of your... system breaking or failing... For example, damage caused by water leaks."

The damage to the floor was caused by the leak, not directly by the actions of British Gas. I appreciate the damage is likely to have been less if someone attended sooner, but they couldn't. And Mrs G knew this, but didn't instruct an emergency engineer to attend. In this case, until British Gas did attend, I don't think it can't be said its engineer caused any damage. So, in line with the policy terms, I'm not asking British Gas to cover the cost of the repair to the floor.

I appreciate British Gas had to attend the property a second time as the sink started leaking again on 11 March. But I understand from what Mrs G has told us – and the photographs she's provided – that by this time extensive water damage had occurred. While it's possible the further leak caused additional damage, I think the majority was caused by the initial leak – so at this time the floor already needing repairing. And British Gas has also said part of the £150 awarded is to compensate Mrs G for the fact the engineer had to return. So I think Mrs G has been adequately compensated for this.

I'm not asking British Gas to award Mrs G any further compensation or to cover the cost of the repairs needed to her kitchen floor.

my final decision

I don't uphold Mrs G's complaint against British Gas Insurance Limited.

It's up to Mrs G if she wants to accept the £150 British Gas Insurance Limited has offered her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 14 September 2017.

Amy Osborne
ombudsman