

## **complaint**

Mr P complains that British Gas Insurance Limited didn't deal with his home emergency claim fairly or reasonably. Mr P wants more compensation to cover the costs of the damage for which he holds British Gas responsible.

## **background**

Mr P had a home emergency policy with British Gas, which was meant to provide assistance to him if the plumbing in his property needed repairs (amongst other services). Mr P's bathroom had a leak, or a number of leaks. Mr P said that British Gas attended his property four times and made the leak worse. He said that this caused damage to the ceiling below the leak, and was unhappy that British Gas wouldn't repair the damage.

Mr P complained to British Gas. It said it didn't cause the leak and the terms and conditions of the policy clearly excluded any liability for damage that wasn't caused by its contractors, such as damage caused by water leaks. British Gas said that on each visit different work was carried out, and it wasn't the case that four visits were required to repair the same item; one repeat visit was required as only one engineer was sent to do a job which needed two engineers. It did accept though that it had given poor service and caused inconvenience by wrongly sending an engineer not an electrician to deal with one matter, and offered £100 compensation for the trouble and upset caused by these failings.

Mr P complained to us. The investigator's view was that British Gas' offer was fair and reasonable in all the circumstances. It had caused trouble and upset by not sending an electrician, but it didn't cause the original water damage and had carried out repairs to different fixtures in the bathroom. The investigator noted that the policy excluded damage caused by water leaks not caused by British Gas, and said that there wasn't evidence to show British Gas caused the leak.

Mr P disagreed. He said that he believed British Gas made the leak worse. Mr P provided more information about the history of the leak and the investigator got more evidence from British Gas. She changed her view as a result and said that the evidence showed that the leak was appearing in the same place over and over, and British Gas was repairing different items in order to try and stop it over a six week period. She thought that if British Gas had correctly identified the whereabouts of the leak, it wouldn't have lasted for over a month and caused damage to the ceiling below.

The investigator said British Gas should pay half the cost of repairing the ceiling (to reflect that it didn't cause the original leak) and pay a further £150 compensation as the calls showed Mr P was very worried about the effect on the electrics and his vulnerable family member. Mr P also explained that the situation meant part of the house was dark (bulbs had been removed due to the leak), which was dangerous. The investigator also noted that British Gas didn't properly record what was happening in its system, causing Mr P to have to repeat himself.

British Gas disagreed with the investigator's second view. It said that there were different leaks dealt with over a 20 day period in different areas of the bathroom. British Gas said it wasn't there to find leaks not spotted by a consumer and denied liability for the damage.

## **my provisional decision**

In my provisional decision, I said:

*“I’m not persuaded that the evidence does show the original leak was connected to the later leak. Different items within the bathroom were repaired by British Gas and there’s no objective evidence supporting Mr P’s argument that there was only ever one leak. I have no doubt at all that the same ceiling was affected by the leak, but there’s nothing before me showing that there was only one leak. In fact, Mr P’s account supports British Gas’ view that there was more than one leak; for example, after the first repair was carried out, a significant period of time passed before a further leak needed to be repaired. Mr P wasn’t waiting six weeks for one leak to be repaired in my view.*

*And leaks are notoriously difficult to trace and repair. British Gas was dealing with several leaks appearing at different times, and I don’t think that it acted unfairly or unreasonably when dealing with those leaks. It didn’t know that the first repair was a two engineer job until it was inspected. And the policy clearly says unless the leak was caused by British Gas, it isn’t responsible for the costs of repair. Making a leak worse by leaving it (though I don’t think this is what happened) isn’t the same thing as causing the leak.*

*Taking into account all the evidence available to me, I don’t think there was one leak and I can’t say that British Gas caused the leaks or caused undue delay. Given the terms of the policy, it wouldn’t be fair or reasonable for me to say British Gas should contribute towards the cost of repair of the ceiling.*

*That doesn’t mean that British Gas didn’t get things wrong when dealing with Mr P. It sent an electrician when he needed an engineer. This understandably caused trouble, upset and minor delay. Mr P did have to repeat his issues to British Gas on the phone. But I don’t think British Gas is responsible for all the trouble and upset suffered as I haven’t found that there was only one leak and that it took too long to deal with it. While I accept Mr P was worried about his electrics and family, I don’t think this was really caused by British Gas’ failure to find and deal with one leak; effectively, Mr P’s bathroom had a number of leaks and they took time to repair.*

*In all the circumstances of this case, I think £100 compensation is fair and reasonable. The only failings I have found are in respect of sending an electrician when an engineer was needed and ensuring that the system properly reflected the situation to avoid Mr P having to repeat himself.”*

## **my findings**

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

In response to my provisional decision, British Gas accepted my view. But Mr P disagreed. He said that he felt that I hadn’t considered the evidence properly and I shouldn’t side with big organisations.

I appreciate Mr P’s disappointment, but this service is impartial. I have carefully considered the evidence provided; I remain of the view set out in my provisional decision.

**my final decision**

My final decision is that I don't uphold the complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 9 November 2019.

Claire Sharp  
**ombudsman**