

complaint

Ms N complains about the service she received from British Gas Insurance Limited under her home emergency insurance policy.

background

British Gas was called to deal with a water leak in Ms N's tenanted property.

Ms N later complained to British Gas about its handling of the matter.

British Gas offered Ms N £100 compensation for the trouble and upset she'd experienced.

Ms N didn't think this was adequate compensation. So, she complained to this service.

Our adjudicator thought Ms N's complaint shouldn't be upheld.

Ms N disagreed with the adjudicator's conclusions. So, the matter's been referred to me to make 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 decided not to uphold Ms N's complaint and I'll explain why.

Ms N says the first engineer who attended should've phoned for authority to remove a panel which would've enabled him to repair the leak. And she says because he didn't do this the leak continued for a further 11 hours until a second engineer attended and repaired it. Ms N says this increased the water damage to her property. And she says British Gas should contribute towards the repair costs.

Ms N also says, to isolate the water to the leaking tap, the first engineer would've had to remove the panel and turn the tap off/ stop the leak from under the wash basin. And she says records show he didn't do this.

British Gas says it acknowledges the first engineer should've phoned for authority to create the access needed to proceed with a repair, instead of sending an email asking for it. And it says it's offered Ms N £100 compensation for the trouble and upset she experienced.

British Gas also says the first engineer isolated the water to the leaking tap. And it says he would've done this using an isolation valve or stop cock on the pipework leading to the taps, which allows the water supply to be switched on and off.

In addition British Gas says the second engineer noted that the tenant had turned the water back on, which would've caused the leak to continue. So, British Gas says it can't be held responsible for any of the water damage to Ms N's property.

I'm grateful to both parties for giving me further information as I've sought to clarify who was responsible for the leak continuing after the first engineer attended Ms N's property.

I acknowledge Ms N feels very strongly that this was a result of the failure of the first engineer to repair it.

But British Gas has given us clear evidence that the first engineer would've isolated the leak by using an isolation valve or stop cock on the pipework leading to the taps. And it's also told us the second engineer who attended 11 hours later found the water had been turned back on by somebody at some point after the first engineer had left.

So, in these circumstances, I don't have enough information to conclude it's most likely the first British Gas engineer left the leak to continue. Rather, I think there's another explanation that's at least as likely to account for what happened.

British Gas has acknowledged the first engineer should've phoned for authority to remove the panel and complete a repair. And it's offered Ms N £100 compensation for her trouble and upset as a result of its poor handling of her claim. I think this is reasonable. And, in the circumstances, I don't think it would be fair for me to ask British Gas to pay her any more compensation. So, I can't uphold Ms N's complaint.

my final decision

I don't uphold Ms N's complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms N to accept or reject my decision before 5 June 2017.

Robert Collinson
ombudsman