

## **complaint**

Mrs R complains that British Gas Insurance Limited's (BG) work under her home care insurance policy caused her unnecessary cost, distress and inconvenience. My references to BG include its agents.

## **background**

Mrs R contacted BG under her home care policy in May 2017 as there was a wet patch on her floor and she thought there might be a leak. BG's engineer attended two days later. From images from a thermal camera he diagnosed a leak from the central heating pipe under the floor. The engineer couldn't get access as he suspected there was asbestos in the floor tile glue.

Mrs R claimed on her household insurance for work to get access to the floor and paid a £350 policy excess for that claim. In late July 2017 BG's engineer dug up the concrete floor but couldn't find a leak. Mrs R says before digging up the floor the July engineer told her he didn't think there was a leak and a pressure test on the boiler would have shown if there was a leak on the heating system. Mrs R complained to BG that she'd unnecessarily made a claim under her household policy and had a lot of unnecessary disruption.

BG said it wasn't responsible for the costs or disruption Mrs R incurred as its May investigation indicated there was a leak.

Mrs R complained to us. She wants BG to pay her £350 for the household policy excess and compensation for two days holiday she took waiting for contractors.

Our adjudicator explained why he thought BG should pay Mrs R £350 for the excess and £200 compensation.

BG disagrees and wants an ombudsman's decision. It said at its initial visit water was on the floor and it had sent us a copy of the thermal images which it said showed the floor was wet. It thought its engineer acted correctly in lifting the floor.

## **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 and I'll explain why.

BG says its thermal images clearly show that in May under the floor was wet. Our adjudicator has told BG that we're not engineers so don't know how to interpret the thermal images. BG still hasn't sent us any information about that. But, even if I accept the images showed the floor was wet, I think it's more likely than not that BG's diagnosis of a central heating leak was incorrect. I say this because when BG's engineer dug up the floor in July there was no leak. BG hasn't given us any explanation of how it would be possible for no evidence of a leak to be found in July if there was a leak in May. So I think I can make a reasonable conclusion that originally there was no leak.

Mrs R says the damp patch dried up before the work began and when the contractor under her household insurance policy checked with a damp detector no damp was found. I've no evidence from the contractor but the information ties in with BG not finding a leak.

In addition I've no reason to doubt Mrs R's evidence that in July BG's engineer told her it should have checked the boiler for loss of pressure as a leak indicator. I think it would have been reasonable for the engineer to have done the pressure check before he dug up the floor. BG hasn't commented about why that check wasn't done.

As I think BG's original diagnosis of a leak probably wasn't correct the fair outcome would be for BG to pay £350 to cover the policy excess Mrs R unnecessarily paid for the connected household insurance claim. It should add interest as detailed below.

It's clear Mrs R went through disruption and distress as a result of BG's leak diagnosis and BG should pay compensation. I'm sorry to hear her mother was upset but I can only award compensation for the effect of BG's action on Mrs R, the insured. Also from what Mrs R says some of the annoyance and delay look to have been due to the household insurer's contractors' actions, although they were only involved due to BG's diagnosis of a leak. Mrs R hasn't made any objection to the £200 our adjudicator recommended. But looking at the time that Mrs R had to have her furniture in storage and the overall inconvenience to her I think £300 is a fairer amount for BG to pay.

### **my final decision**

I uphold this complaint. I require British Gas Insurance Limited to pay Mrs R:

- £350 plus interest\* of 8% simple per year from the date she paid the excess on her household insurance claim to the date of settlement, and
- £300 compensation for her distress and inconvenience.

British Gas Insurance Limited should make the above payments to Mrs R within 28 days of the date we tell it Mrs R accepts my final decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 27 April 2018.

Nicola Sisk  
**ombudsman**

\*If British Gas Insurance Limited considers that it's required by HM Revenue & Customs to take off income tax from that interest it should tell Mrs R how much it's taken off. It should also give Mrs R a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.