

complaint

Mr S is unhappy with British Gas Insurance Limited's handling of a claim under his home emergency insurance policy.

background

In June 2015, Mr S reported a leak which had caused water damage to the ceiling below and the floor. The first British Gas engineer incorrectly said the leak was from the shower seals, which wasn't covered under the policy. He turned the mains water back on and advised Mr S not to use the shower. Mr S followed this advice but as the leak was actually from the bath, a further water leak occurred. Mr S says this was worse than the first leak and it affected parts of the reception room below that hadn't been affected by the first leak, including the sofa and a carpet rug.

Mr S called British Gas again and it booked a return appointment. There were problems with the appointment – British Gas didn't attend when it said it would. Eventually another engineer came out late that evening. He said there was no sign of any leak. Another engineer came the next day and found the leak under the bath and repaired it.

Mr S says he had to make a claim under his home insurance for the damage to the laminate floor downstairs and the ceiling below. However, he didn't have contents insurance and so the damage to the sofa and rug weren't covered.

He wants British Gas to pay him the following: the £250 excess for his home insurance claim; £650 for the sofa and carpets and £360 for half a day's lost annual leave. Later he provided evidence of the cost of a replacement rug and carpet instead.

British Gas wanted to send independent inspectors to look at the damage but a mutually convenient appointment couldn't be found. Therefore, based on the photographs Mr S provided, British Gas offered £300 total for the sofa and carpet to be cleaned and £150 compensation for the inconvenience caused by the missed appointments.

One of our adjudicators looked into the case and thought it shouldn't be upheld. He thought that British Gas' offer was reasonable in the circumstances, as he thought that the insurance claim would have had to be made anyway and that the sofa and rug could probably be cleaned.

Mr S didn't accept the adjudicator's assessment. He has provided photographs of the sofa and rug that were affected by the leak; as well as photographs of similar new sofas for sale. He says they can't be used anymore and intended to take them to a recycling centre. British Gas had the chance to inspect the damage but didn't offer a reasonable appointment and he's unhappy that the adjudicator took their word that they could be cleaned. Mr S also says the adjudicator failed to properly consider the "stress, trouble, delay" and time off he had to take.

As the complaint couldn't be resolved, it has been passed to me.

my findings

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

There was already water damage to the floor and ceiling as a result of the initial leak. Therefore it's difficult to be satisfied that Mr S wouldn't have had to make a home insurance claim if it hadn't been for British Gas' initial misdiagnosis. Mr S says that the second leak was worse than the first and therefore suggests that the floor wasn't damaged but the initial claim notes refer to the laminate floor being wet and damage to the ceiling below.

Therefore the damage that was covered by the home insurance claim does appear to have originated from the initial leak. Even if the damage was made worse by the second leak, it appears a claim would still have had to be made. I don't therefore think that British Gas should reimburse Mr S the amount of his home insurance excess.

The second leak – which should have been avoided – did cause further damage but there's no convincing evidence that the offer made by British Gas won't adequately rectify the damage it was responsible for to the sofa and rug.

From the photographs provided by Mr S the rug was positioned directly underneath the light fitting. He did say the first water leak was coming through this light fitting. The sofa isn't far from there either and so it's impossible to be certain that these weren't damaged by the initial leak anyway. However, British Gas has accepted that they were. I note what Mr S has said about these items. However, there's no independent evidence that they couldn't have been cleaned and that this couldn't have been done for the £300 offered by British Gas. Mr S says they couldn't be reused but there's no independent evidence of this. The photographs show some water marks but I don't think I can reach a conclusion they couldn't have been dried out and cleaned from these.

In the circumstances therefore I'm not able to require British Gas to make any further payment in relation to these items.

However, British Gas did misdiagnose where the water was leaking from and this did cause another leak and the need for further appointments. It also failed to attend when it said it would. I therefore agree that some compensation is warranted for the additional, avoidable stress and inconvenience this caused to Mr S. He also wants compensation for the time he had to take off work – four hours to wait for an engineer to attend.

Mr S took paid time off work. I acknowledge that using up paid annual leave for such an appointment would be frustrating. I also accept that the second leak and the problems with the appointments would have caused additional stress and inconvenience which could have been avoided had British Gas dealt with the claim properly on the first attendance. However, we don't usually compensate people at their usual pay rate for time taken off work. Having considered all the circumstances, I think that the £150 compensation offered by British Gas is reasonable.

my final decision

I don't uphold this complaint against British Gas Insurance Limited. I consider its offer of £450 in total as compensation for the damage to the rug and sofa and for the stress and inconvenience caused by its handling of the claim is reasonable. Should Mr S now wish to accept the offer, he should confirm acceptance of this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 11 April 2016.

Harriet McCarthy
ombudsman