

## **complaint**

Mr H complains about how British Gas Insurance Limited (BG) dealt with his HomeCare insurance policy claim. My references to BG include its agents.

## **background**

On 16 August 2018 Mr H found a stain on his landing ceiling and called BG to make a claim for an emergency plumber to repair a leak. BG's contracted engineer found a leak from the cold water storage tank. Mr H says the engineer told him a new tank was needed but wouldn't be ready until the next week so to wrap towels around the pipe.

On 23 August Mr H chased BG. He said the leak was causing more damage; the back bedroom (recently decorated) and the landing ceilings had become quite stained. BG found that no replacement water tank had been arranged so it then scheduled the installation for 31 August 2018. In the interim, on 26 August, drips of water came through Mr H's loft hatch so BG's engineer emptied and isolated the tank.

Mr H complained about the delay. BG accepted it should have done more and ultimately offered to repair or pay £170 for the repair cost and £80 for Mr H's distress and inconvenience.

Mr H complained to us, represented by his partner. He says BG's offer isn't enough.

Our investigator thought BG should repair the additional damage to the ceiling and walls or if the damage had been repaired it should refund the cost plus interest, once Mr H provided receipts. It should also pay £200 compensation in total.

BG didn't substantively reply to the investigator's recommendation. Mr H said BG's lack of response summed up how BG had given them no customer care. He said its delay in taking responsibility for the redecoration of the two rooms 'ruined' his and his partner's Christmas plans as instead of having guests to stay as planned they had to stay in a hotel which he found embarrassing. He added that he had no trust in BG doing the repair and wanted it to pay for local trade people of his choice to do the decoration. He also suggested the compensation be increased to reflect the time taken to resolve the matter.

## **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 need to decide whether BG's offer was fair and reasonable and I don't think it was. I uphold this complaint. I'll explain why.

If BG had ordered the replacement tank as originally planned BG would have been in a position to do the repair about a week sooner. So BG's delay meant water leaked for about a week longer than it should have.

There's also the issue of whether the tank should have been drained and isolated when Mr H first reported the leak. In hindsight as water came through the loft the drainage/isolation should have happened. But I've no evidence to show whether the extent of the leak was

obvious at the time the engineer first attended. Also it would have meant that Mr H had no water upstairs, which is a concern he's raised for the period from 23 to 31 August.

But what is clear is that BG's delay caused more water damage to the property than there would have been if the replacement water tank had been ordered as planned. BG is responsible for repairing the additional damage that occurred.

Mr H hasn't had the redecoration done and now wants to use a local decorator as he doesn't trust BG to do the repair. BG offered £170 towards repair costs and I've no evidence to show that wouldn't cover the cost of the repair of the additional damage. Even if a private decorator cost more it's not reasonable for me to say BG should pay more than what it would cost it to do the repair. So I'm going to give Mr H the option of whether to have BG do the repair or for it to pay him £170 for the repair costs, whichever he prefers.

Mr H had the inconvenience and upset of the additional damage. He was without hot water for ten days and he altered his social arrangements due to the poor state of decoration. BG hasn't made any comments on our investigator's recommendation of £200 compensation in total for distress and inconvenience. Although Mr H has suggested the amount increase there's no basis for me to do so. I think £200, inclusive of BG's original offer of £80, is fair compensation for all the issues Mr H has mentioned.

### **my final decision**

I uphold this complaint.

I require British Gas Insurance Limited to:

- either repair the additional damage caused by the leak or pay Mr H £170 for repair costs, whichever Mr H prefers, and
- pay Mr H £200 compensation in total for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my 6 April 2019.

Nicola Sisk  
**ombudsman**