

## **complaint**

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

## **background**

On 26 January 2018 Mrs H discovered water leaking through the living room ceiling in her home. She contacted BG to deal with the leak and it accepted her claim under her HomeCare policy.

BG's contracted plumber attended and couldn't find the cause of the leak. Mrs H says she told the plumber she thought the leak was coming from under her bathroom sink but the plumber said he couldn't check there due to his knee injury. He suggested Mrs H replaced her shower cubicle sealant as he thought the leak was coming through the silicone, which she did.

The leak got worse and a second plumber attended five days later. He also couldn't find the cause of the leak and didn't look under the sink as Mrs H suggested. He cut off the water supply to the house leaving Mrs H without washing or toilet facilities overnight. The plumber returned the next day to restore the water. He also cut a hole in Mrs H's ceiling but still couldn't find the leak's source.

The damp patches on the ceiling and walls got larger. BG's plumber made another visit on 15 February. He also wasn't able to find the leak's source. The plumber noted roof flashing had just been done and Mrs H says the plumber suggested water may be coming from outside and travelling upwards. Mrs H complained and BG's agent's supervisor attended the next day. He found the source of the leak on the feed to the tap under the bathroom sink and fixed the problem. Mrs H says the supervisor told her the previous three plumbers were trainees 'learning on the job'.

Mrs H complained to BG that it had taken multiple visits over several weeks to find and fix a leak that its experienced plumber found and fixed in 15 minutes. She was also unhappy that BG had told her it would fix the holes it made in her home but later told her to claim for the damage under her home insurance.

BG offered Mrs H £100 for her inconvenience due to its poor service. BG said it wasn't fully responsible for all the water damage but recognised its delays may have caused further damage. It told Mrs H her home insurer would claim back any proportion of the cost it thought BG liable for.

Mrs H complained to us. She thought BG's offer wasn't fair.

Our investigator recommended BG should pay Mrs H an additional £200 in compensation (so £300 in total). She noted that the home insurer and BG were in correspondence about BG's responsibilities for the cost of the damage under Mrs H's home insurance claim so didn't comment on that aspect.

Mrs H agreed our investigator's recommendation. BG disagreed and wants an ombudsman's decision. It said its £100 offer was reasonable for Mrs H's inconvenience caused by its three unproductive visits.

## **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. BG must pay Mrs H £300 compensation in total for her trouble and upset its poor service caused. I'll explain why.

BG policy says:

*'we are not responsible for any loss or damage...as a result of boiler, appliance or system breaking or failing unless we caused it. For example, damage caused by water leaks.'*

BG has said it isn't fully responsible for the damage to Mrs H's home as damage was already caused by the leak and some repair would always have been necessary. But BG's February 2018 letter to Mrs H accepted its delay in finding and fixing the leak may have caused further damage.

Also, I've seen a letter from Mrs H's home insurer holding BG responsible for the costs it incurred under Mrs H's home insurance claim. Our investigator noted her understanding that BG has agreed to contribute to the cost of the claim to Mrs H's home insurers, which BG hasn't disputed.

On the evidence I think BG's delay in finding and fixing the leak did cause further damage. I'm not going to make a finding on BG's level of responsibility for the damage in this decision as I understand the home insurer and BG are negotiating about BG's contribution to the home insurance claim costs.

However, BG's unreasonable delay in finding the leak meant the damage was greater (as BG accepts) which meant Mrs H's has had greater disruption due to more extensive repair works. The impact of the damage has caused Mrs H a lot of distress, which she's detailed. Also, she had no washing or toilet facilities for a day, which was unnecessary. She replaced the sealant around her shower which was unnecessary. She also had to be at home, or make arrangements for a family member to be there, for BG's unnecessary visits.

Mrs H has said she unnecessarily installed flashing on her roof on the recommendation of one of BG's plumbers. There's no evidence to support BG's plumber's made that recommendation. Its notes say 'customer had flashing done as she thought it could be that'. So I can't fairly say BG should pay for the cost of the flashing.

I think BG gave Mrs H very poor service. Its offer of £100 fails to take into account the considerable trouble and upset it caused Mrs H, which wasn't just three unnecessary visits. Mrs H's accepted our investigator's recommendation of £300 in total and I think that's a reasonable amount to acknowledge her distress and inconvenience BG's poor service caused.

## **my final decision**

I uphold this complaint.

I require British Gas Insurance Limited to pay Mrs H £300 compensation in total for her distress and inconvenience due to its poor service within 28 days of us telling it that Mrs H accepts my final decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 18 October 2019.

Nicola Sisk  
**ombudsman**