

complaint

Mr and Mrs M complain that British Gas Insurance Limited is responsible for poor service under a home emergency insurance policy.

background

Mr and Mrs M have a flat. They had British Gas HomeCare Two cover for its central heating boiler and central heating system including a hot water cylinder.

British Gas was responsible for dealing with claims. Where I refer to British Gas I refer to the insurance company of that name and I include its associated plumbing and drainage company, its engineers and others for whose actions I hold that insurance company responsible.

Mr M called British Gas for help when he had problems with hot water. He complained about delay and poor service.

In a final response letter, British Gas apologised for delay in obtaining a part. It said it was sending a cheque for £80.00.

When he brought his complaint to us, Mr M complained that British Gas had repeatedly got the hot water working only for it to fail again. He complained that British Gas hadn't told him that his hot water cylinder was leaking and damaging his floor.

our investigator's opinion

Our investigator recommended that the complaint should be upheld. He thought that British Gas' engineers not noticing the boiler was leaking had caused extensive damage to the floor. He recommended that British Gas should pay Mr and Mrs M:

1. £6,100.00, to cover the cost of the contractors who repaired the floor.
2. reasonable costs in buying materials for the repairs.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr and Mrs M and to British Gas on 14 August 2019. I summarise my findings:

I found it unlikely that a leak would cause a floor to cave in within a few weeks. I found it much more likely that there had been invisible leaks from both the cylinder and the pipes under the floor for many months. Therefore I didn't find it fair and reasonable to direct British Gas to pay compensation to Mr and Mrs M for the costs they incurred with their contractor or for the cost of materials.

British Gas could've communicated with Mr and Mrs M better. But its final response said it was sending a cheque for £80.00 and I found that fair and reasonable compensation for the distress and inconvenience caused by the shortcomings in its communication.

Subject to any further information from Mr and Mrs M or from British Gas, my provisional decision was that I wasn't minded to uphold this complaint. I didn't intend to direct British Gas Insurance Limited to do anything further in response to this complaint.

Mr M says he has nothing to add in response to the provisional decision.

British Gas hasn't responded to the provisional decision.

Therefore I see no reason to change my provisional 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.

The British Gas policy covered repair or replacement of parts of the central heating and hot water system. It included making access through a floor to do a repair. It included making the floor safe and level afterwards.

The policy didn't include repairing damage caused by leaks. And it didn't cover restoring surface finishes (for example re-tiling or redecoration).

Mr M is complaining that British Gas is responsible for failing to prevent leaks.

I think the relevant British Gas policy terms were those dated September 2017 as Mr and Mrs M renewed their policy from 9 March 2018 and reported problems in early 2019. The policy terms included the following:

"Reasonable timescales

*We'll carry out any **repairs** or visits you're entitled to within a reasonable time, unless something beyond our control makes that impossible – in which case we'll let you know as soon as possible and give you another time when we can visit."*

Mr and Mrs M haven't provided the dates or any records of visits by British Gas. But British Gas has provided its work history.

I haven't seen any evidence of a visit in September 2018. But I've seen that British Gas did visit on 22 October 2018. I don't think that was in response to a reported problem. I think it was a routine annual service visit.

For 6 January 2019 the work history includes the following:

"...adv to keep hw on for longer as thermal fitted and needs time to heat up..."

From that, I think that British Gas had advised Mr and Mrs M that – as they had a thermal store – they should allow more time for the hot water to heat up. I think this must've been in response to a report of poor hot water.

With hindsight I think the hot water cylinder was failing on 6 January 2019. But it was in a cupboard and I can't say that British Gas should've seen corrosion to the bottom of the cylinder.

Mr M has said that British Gas told him that the dampness on the floor around the cylinder was a result of condensation. He hasn't said when this was. But I find it likely that it was on 6 January 2019.

For 12 January 2019 (which I think was a Saturday) the work history includes the following:

"New thermal store req will call [manufacturer] on Monday to order new one"

From that I find that British Gas had agreed to supply and fit a replacement thermal store of a particular make. I think that British Gas had to wait for the manufacturer to supply one.

For 17 January 2019 the work history includes the following:

"Job booked in wrong by office should be for 28th of Jan when new cylinder is being delivered"

From that, I find that the engineer knew that the manufacturer wasn't going to deliver the new cylinder until 28 January. I also find it likely that British Gas had failed to keep Mr M informed about that. I find it likely that this caused Mr and Mrs M some extra distress and inconvenience at an already difficult time for them.

For 22 January 2019 the work history includes the following:

"Pipework under bathroom floor leaking pipework to be altered and rerun"

From that I find that British Gas had found that pipework under bathroom floor was leaking and needed to be changed.

For 28 January 2019 the work history includes the following:

"Removed cylinder as leaking new one ordered"

And for 1 February 2019 the work history includes the following:

"Fitted new cylinder and replaced leaking pipework"

From that I think that it had taken about three weeks to obtain and fit the replacement cylinder. And in the meantime Mr and Mrs M were without reliable hot water and heating. But I keep in mind the policy term quoted above. And I can't say that there was anything more that British Gas could've done to obtain and fit the new cylinder sooner.

I've seen a report from contractors who did some work in the flat from about 12 January 2019. It doesn't say what that work was. But I've seen photographs of a section of floor removed to reveal old pipes. And I have no reason to doubt Mr M's description that part of the floor had "caved in" due to water damage. I've also seen receipts for materials including damp proofing, tiles and paint.

As the policy didn't cover such work, I would only find it fair to direct British Gas to pay for it if Mr M had shown that British Gas had caused or failed to prevent a leak. Mr M says that was the case. But his contractor's report doesn't say that British Gas had done anything wrong.

I find it unlikely that a leak would cause a floor to cave in within a few weeks. I find it much more likely that there had been invisible leaks from both the cylinder and the pipes under the floor for many months. Therefore I don't find it fair and reasonable to direct British Gas to pay compensation to Mr and Mrs M for the costs they incurred with their contractor or for the cost of materials.

British Gas could've communicated with Mr and Mrs M better. But its final response said it was sending a cheque for £80.00 and I find that fair and reasonable compensation for the distress and inconvenience caused by the shortcomings in its communication.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct British Gas Insurance Limited to do anything further in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs M to accept or reject my decision before 5 October 2019.

Christopher Gilbert
ombudsman