

complaint

British Gas Insurance Limited's engineer damaged a valve in Mr P's loft, which caused water damage to his home, while trying to carry out a repair under his home emergency insurance policy.

background

Mr P contacted British Gas on 29 December 2013, as his boiler wasn't working properly. He and his wife were going on holiday the following day but an engineer attended on 31 December 2013, to replace the pump and carry out an annual service of the boiler.

However, on 5 January 2014 Mr P's son told him that there was a significant water leak at the property. It is thought that the British Gas engineer accidentally knocked a valve in the loft space, while checking the header tank. Mr P contacted British Gas again the next day. He also made a claim to his home insurer, who dealt with the water damage to the property.

Some of the correspondence from Mr P (including an email to British Gas on 31 January 2014) says that he came back from holiday early and suggests that he stayed in the house while the dehumidifiers were operating 24 hours a day. However, he confirmed to the adjudicator that he returned on 15 January 2014, and that this was the date he and his wife had originally planned to return. However, his wife decided to stay abroad. He didn't come back earlier because the noise from the dehumidifiers meant that the house was uninhabitable for nearly two weeks.

On 31 January 2014 an engineer visited to replace the valve (which had been the cause of the leak) but unfortunately it continued to leak and so Mr P arranged for another engineer to visit the property.

In February 2014 Mr P contacted British Gas to advise that the system was still noisy and British Gas arranged for another engineer to visit. Another engineer came out on 20 February 2014 but he was unable to fix the problem. Mr P says that he eventually fixed the problem himself.

British Gas accepts that it caused damage to Mr P's property and has already paid a total of £798 in recognition of the distress and inconvenience caused. This amount consisted of £250 to reimburse him the excess he had to pay to his home insurer; compensation of £400 and waiving the remaining policy premium of £144.

Mr P remains very unhappy. He wants British Gas to pay expenses he says amount to around £1,000, consisting of: the cost of petrol for his son to pick him up from the airport; the cost of his flight home (he and his wife had driven); the airport pick up charge; his son's petrol costs for monitoring the dryers in the property; the cost of telephone calls to his wife abroad; the cost of a return flight so he could bring his wife back home by car; an airport drop off parking charge; the cost of collection from the airport overseas; the cost of sorting out noisy central heating; and his wife's living costs while she was still on holiday because they incurred higher than normal living costs due to living separately.

In addition, he wants £1,000 compensation for his time in dealing with the whole mess. He says he kept British Gas' business' costs to a minimum, for example by having his son collect him from the airport rather than getting a taxi and by not returning until the dehumidifiers had stopped running, thereby saving the cost of hotel accommodation.

One of our adjudicators looked into the case. He didn't think it should be upheld, as he thought that British Gas had already paid appropriate compensation for the errors it had made.

Mr P didn't agree. He doesn't feel the case has been taken seriously and says that errors have been made by the adjudicator. He has made the following submissions:

- It is more than a year since British Gas caused the leak in his home – it hasn't apologised and it didn't even offer to help sort the house out.
- The damage was considerable and took five months to repair.
- The house was uninhabitable for two weeks, while it dried out.
- He had to fly home early from holiday to project manage the repairs.
- "British Gas trashed our home and ruined our holiday".
- The replacement pump was not fitted correctly and required adjustment. Subsequent problems developed that British Gas failed to correct. He was told to "live with it" but he managed to cure the problem myself.
- The leak in the pipe was reluctantly 'repaired' by British Gas but not properly and they had to return a second time.
- As a result of British Gas's negligence he had to spend months of my time sorting out the problems it created.
- He has provided details of the expenses incurred and fails to see why these should not be reimbursed in full together with compensation commensurate to the problems British Gas caused. If I disagree, he wants me to explain clearly why he should be out of pocket as a result of British Gas' "incompetence and negligence". Everyone else connected with this matter, including the engineer that caused the leak, have been paid for their involvement but him and his family.
- In addition to the other expenses listed above, he was unable to get a pro rata refund on his home insurance policy, when he cancelled it mid-term, because he'd made a claim and British Gas hasn't reimbursed his home insurer.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

It isn't disputed that British Gas caused significant water damage to Mr P's home and that some compensation is therefore warranted.

Mr P has said he incurred a number of expenses as a direct result of the damage. However, despite what he says, I'm not persuaded that he has established that any of these were required solely as a result of this incident.

He and his wife had planned to both return on 15 January 2014 but they decided that he would return alone and Mrs P would stay on holiday for a further eight weeks. They may have thought it would be preferable for his wife not to be in the property while the repairs were being carried out but that seems to me to have been a choice they made. It therefore follows that I don't consider that British Gas is responsible for Mr P's travel costs; his son's costs of collecting him; or any of Mrs P's living expenses while she remained on holiday. These are not expenses that were only required as a direct result of the damage to their home. They could have both come home as planned and these costs would have been avoided.

I also don't think that any alternative accommodation costs would have been payable by British Gas. If the home insurer agreed that the house was uninhabitable, then it would have paid for alternative accommodation costs as part of the home insurance claim.

Mr P has also asked that British Gas pay him for his time project managing the repairs carried out by his home insurer. However, the repairs would have been supervised by the home insurer (or someone on its behalf) and so while he would naturally want to check the work once it was done, there should have been no need for him to manage the repairs. If he did need to do so because the repairers weren't working as they should, then this would be a matter for his home insurer to resolve. While he may consider that this all stems from what British Gas did, the home insurer was responsible for the quality of the repairs and managing those repairs.

I also understand that British Gas has reimbursed Mr P's home insurer most of the costs it said it incurred. It therefore says that the home insurer should record that accordingly. I have no evidence that what British Gas has paid wasn't reasonable. Neither do I have any independent evidence about why the home insurer won't change its records about the claim. Therefore, based on what I do have, I can't direct that British Gas make any additional payment in relation to this.

Mr P said that resolving the noise from the boiler cost him £80 but there is no independent evidence to support this and he hasn't said what he did to resolve it, other than that he did it himself. British Gas had said that the noise was due to some pipes banging and it seems it told Mr P it couldn't do anything about it. I can see why this may have been annoying and frustrating but if it wasn't actually caused by a fault with the boiler or any other component of the central heating system, it wouldn't necessarily be obliged to resolve it. Given this, I can't therefore require that British Gas make any payment for this.

I can see why Mr P thinks it is entirely unfair that he was required to deal with any of this, given that it was British Gas' fault. I do think that compensation for the inconvenience and stress caused is warranted but I agree with the adjudicator that the £400 already paid is not unreasonable when taken together with the other payments. It is in line with awards made on other cases with similar features. And in my opinion it reflects the inconvenience caused by having the house repaired and deal with the home insurance claim, as well as Mr P's son checking on the house while the dehumidifiers were working.

my final decision

I don't uphold this complaint against British Gas Insurance Services Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr P to accept or reject my decision before 29 June 2015.

Harriet McCarthy
ombudsman