

## **complaint**

Mrs E complains British Gas Insurance Limited won't repair damage to her property caused by one of its engineers.

## **background**

Mrs E has a HomeCare policy underwritten by British Gas Insurance ("British Gas").

In March 2018 an engineer came to check Mrs E's boiler as she was having problems with it. Six weeks later another engineer came back to Mrs E's property after one of her friends had investigated and noticed water coming from Mrs E's overflow. Mrs E had been unwell between the two visits and so had stayed mostly in bed. The engineer who came in April 2018 discovered that the overflow filling loop had been left open by the previous engineer.

Mrs E subsequently noticed that the ceiling and wood panelling in her lounge were bowing. She asked British Gas to repair this damage saying that the water that had been coming out of the overflow had caused it.

British Gas investigated and said that as the damage was consequential loss it wasn't covered under Mrs E's policy. So British Gas said she should claim on her home insurance. Mrs E wasn't happy with this and complained to British Gas and then to us.

One of our investigators looked into Mrs E's complaint. They said that British Gas was responsible for damage caused by them. As our investigator thought the damage to Mrs E's property was caused by their engineer – and the water that had been coming out of Mrs E's overflow for approximately six weeks – they recommended that British Gas cover the cost of repairing the damage – approximately £2,500. Alternatively they recommended that British Gas arrange for an independent party to assess the damage to Mrs E's property, and pay for any recommended repairs. Finally our investigator recommended that British Gas contribute towards Mrs E's water bill – to reflect the amount of extra water she would have been billed for – and to pay Mrs E £200 in compensation for the trouble and upset she's been caused.

Mrs E accepted our investigator's recommendations. British Gas – who our investigator had asked to provide additional information – said that it would let us have its comments but still hasn't done so. So I've looked into this complaint.

## **my findings**

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

No-one is disputing that the first engineer who visited Mrs E's property left the overflow filling loop open. That meant a lot of water flowed onto Mrs E's roof. Mrs E was unwell at the time and so didn't investigate why it was wet outside her house – it was only when the weather improved and the outside of her house remained wet that she checked what was going on. I wouldn't expect Mrs E to have noticed sooner given her circumstances at the time. It means that water was flowing onto her roof for around six weeks.

British Gas has visited Mrs E's property on a couple of occasions since discovering its engineer had left the overflow filling loop open. Its notes suggest that photos were taken showing the damage to Mrs E's property. A contractor has also visited Mrs E's property –

arranged by Mrs E – and they've inspected the damage and provided a quote for the repairs that need to be done. Our investigator asked British Gas to send us the photos they'd taken and a report they'd produced, but it still hasn't done so. Given the amount of time, however, that water was flowing onto Mrs E's roof, I think it's more likely than not that the damage the contractor who visited Mrs E's property noted was as a result of the water that flowed onto Mrs E's roof. So I agree with our investigator that British Gas ought to cover the costs of repairing Mrs E's property.

I don't think it's fair for Mrs E to wait any longer – she's elderly and vulnerable and has been worrying more and more about her property now that it's winter. So I'm going to require British Gas to pay Mrs E £2,500 so that she can get on with arranging the repairs, and if the final bill is over £2,500 to cover the difference. In addition, given that I think the award our investigator has recommended for trouble and upset is on the low side, I'm going to require British Gas to pay Mrs E £400 in compensation rather than the £200 our investigator had recommended and the difference in Mrs E's water bill (which is likely to be difficult to work out).

### **my final decision**

My final decision is that I require British Gas Insurance Limited to pay Mrs E £2,500 so that she can arrange repairs to her property, and if the final bill is over £2,500 to cover the difference. In addition, I require British Gas Insurance Limited to pay Mrs E £400 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or reject my decision before 21 January 2019.

Nicolas Atkinson  
**ombudsman**