

## **complaint**

Mr and Mrs B have complained about the handling of a claim under their home emergency insurance policy with British Gas Insurance Limited. Mr and Mrs B are represented in this complaint by their son. Any time I refer to Mr and Mrs B in this decision, it should be read as including anything said or done on their behalf by their son.

## **background**

Mr and Mrs B called British Gas at 10.30pm on 13 April 2018, as there was a leak coming from the toilet in an upstairs bathroom. British Gas said that a contractor would come to them that evening but the contractor called them later to say he wouldn't be attending as there was no point and would attend the next morning. Mr B says he was told that he might not need to turn the water off but he did so to stop the leak.

The contractor attended in the afternoon on 14 April 2018 and diagnosed the issue and said he would order parts. The engineer returned on 23 April 2018 and completed the repair. However, Mr and Mrs B are very unhappy that British Gas didn't attend sooner to isolate the leak and say considerable damage has been caused to the property as a result.

Mr and Mrs B have raised a number of issues and made a number of submissions, which I've summarised below:

- The contractor offered to fit a push button flush mechanism, stop cock and jet spray for the toilet, which would be more easily used by people with medical conditions like Mr and Mrs B. He said that this wouldn't be covered but would look to do it in response to the complaint. However, this has not been mentioned again.
- British Gas failed to respond to the complaint at all until they brought the matter to us.
- British Gas carried out three repairs previously to the area of the leak but each time they haven't been fixed properly.
- The leak caused damage to the electrics and the kitchen and so his parents – both of whom have medical conditions which make them vulnerable – were left without lights and cooking facilities for 48 hours.
- The contractors spotted the bath was blocked but twice failed to unblock it.
- Why has British Gas carried on taking more money each month and not made anyone accountable for the damage or compensated them?
- They had only one toilet on the ground floor and vulnerable people in the house.

One of our adjudicators looked into the matter. He didn't consider that British Gas was responsible for the damage to the kitchen and other downstairs rooms. He didn't think there was any evidence that British Gas had caused this leak due to any previous inadequate or incomplete repairs but he did think it should have come out sooner given Mr and Mrs B's personal circumstances. The repair also took longer than it should have done. The adjudicator recommended that British Gas pay compensation of £500 to reflect this.

Mr and Mrs B don't accept that this is enough. They have said:

- The home insurer is going to replace part of the kitchen but not all; and the look of the bath and kitchen has failed.
- British Gas plumbers have not fully fixed the issue before, so how can they be sure this is not the case now?

- They have asked for a guarantee of the plumbing behind the WC, provide a new toilet and safe stop cock - all for vulnerable people in mind.
- They have to pay the home insurance excess and make numerous calls, emails, complaints, travel, suffer stress anxiety.
- They have been left with damage and still continue to pay British Gas.
- They are taking advantage of their vulnerability and the £500 compensation recommended does not cover all this.
- Their condition has deteriorated since this event.
- The kitchen, paid for out of retirement savings has been destroyed by British Gas and the matter has not been addressed and they have not had any compensation which they are satisfied with.
- They intend to pursue the matter further under the Disability Discrimination Act, and Equalities Act, unless British Gas provides compensation for the kitchen units, ceilings, walls destroyed by the leak.

British Gas accepted that it had not provided a good enough service but thinks the compensation recommended by the adjudicator is too high.

As the adjudicator was unable to resolve the complaint, it has been referred to me.

### **my findings**

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

There was a considerable leak at Mr and Mrs B's property and I can understand the distress and inconvenience this has caused. However, I can only consider making an order that British Gas pay for all or part of the damage that leak caused, if it resulted directly and solely from something that British Gas did or didn't do.

The leak was reported late on 13 April 2018. A telephone note on British Gas's file says *"Cust [customer's] son managed to isolate leak eventually after hour or so, cust should leak from behind toilet and was catching water emptying it. Cust managed to fully contained around after hours of water pouring out."*

From this it appears that British Gas was told that Mr and Mrs B's son was able to isolate the leak, I assume by turning off the mains water supply, around an hour after noticing it and that the water already in the system drained out and they caught as much of it as possible but it all drained out after a couple of hours.

There's also a note on the home insurance file when Mr and Mrs B's son reported the claim to the home insurer on 19 April 2018, which says:

*"Mr advised the leak was coming from the pipe behind the upstairs toilet, this leak allowed water to gush out, PH [policyholder] advised it was a steady flow of water for approx. 2 hours before they were able to get the leak stopped."*

*The leak has not been properly repaired, however it has now stopped.*

*PH realised there was a leak when water was coming down through the kitchen ceiling, this was the first time they were ever aware of this leak. However PH did confirm there was a*

*leak a few years ago from the same place, however the leak was fixed and there was no resulting damage...*

*How long has the water been flowing: 1-8 Hours”.*

Both these notes suggest that the water was stopped a relatively short time after Mr and Mrs B noticed the leak and that prior to that considerable water had already escaped. So even if I agreed that British Gas's contractor should have attended on the evening of 13 April 2018, I can't see that this position would have been any different. He would not reasonably have been expected to arrive and shut off the water any sooner than Mr and Mrs B were able to do – *i.e.* an hour to two hours after noticing the leak.

Mr and Mrs B have also suggested that the leak happened because some previous repairs to the same area were not done properly. There is no convincing evidence to support this. And I note again that Mr and Mrs B told the home insurer there had been a leak to the area a few years previously but there's no evidence that this was linked.

Given this, I am not persuaded that the resultant damage to the rooms below the bathroom were solely and directly the result of British Gas not attending on 13 April 2018, or anything else that British Gas should or should not have done.

It seems to me the water damage would have happened already and anyway. I don't therefore intend to require it to make any contribution towards the cost of the replacement kitchen.

I also don't consider that I can make British Gas replace a stop tap, toilet flushing mechanism or any other appliance in these circumstances. These might be sensible adaptations given Mr and Mrs B's personal circumstances but I am not persuaded that the cost of any such work should be met by British Gas.

However, I do agree with the adjudicator that the repairs took longer than they should have done and even if the water damage would have been caused anyway, Mr and Mrs B should have had the assurance from an engineer on the evening they reported the claim. This would have caused additional avoidable distress and inconvenience, especially having regard to Mr and Mrs B's particular circumstances. I agree that £500 compensation is appropriate.

### **my final decision**

I uphold the complaint against British Gas Insurance Limited and require it to pay Mr and Mrs B the sum of £500 compensation for the distress and inconvenience caused by its handling of the matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs B to accept or reject my decision before 20 March 2019.

Harriet McCarthy  
**ombudsman**