

complaint

Mrs S complains that damage was caused to her home because of a delay in making repairs by British Gas Insurance Limited ("BGI").

background

Mrs S said she rang BGI in November 2017 because she'd had a leak in her kitchen overnight. She had spoken to BGI that morning, and it had told her an engineer would come out to her house the same day, but no one turned up. She rang in the evening, and BGI said that there had been a mistake. No one had been booked to attend. Mrs S made a new booking for the afternoon of the next day.

Mrs S said that the leak got very considerably worse during that time. So she said that this delay caused water damage in her kitchen. She has sent us pictures of the water damage. She said BGI had told her to just claim on her home insurance, but she didn't think she should have to do that, and see her home insurance premiums go up as a result. And when she spoke to her insurer, it had told her that the damage was avoidable, so it wouldn't pay. She wanted BGI to pay.

BGI said that Mrs S had contacted it to say that she'd discovered a water leak in her kitchen, which had left a big puddle overnight. It had agreed to send someone out that day, but it accepted that its agent had made a mistake, and no one was sent out. It was sorry about that. It said that it had offered to send someone out that night, but that wasn't convenient for Mrs S. She had to go to work the next day. So it arranged for someone to attend the next afternoon. The leak was fixed then.

BGI said that it had paid Mrs S £130 for the delays in fixing the leak, and delays in arranging an appointment for an unrelated issue. But it wouldn't pay for repairs to the water damage in her kitchen. It said that her insurance doesn't include repairing or replacing any damage that's normally covered by household insurance. And it said that this damage had been caused by the water leak.

Our investigator didn't uphold this complaint. He said that BGI had made a mistake, and he accepted that the delay would've contributed to the damage to Mrs S's kitchen fittings. But he said that her policy excluded damage caused by water leaks. And it didn't cover any damage caused by flooding, or that's normally covered by household insurance. He said that to ask BGI to pay, he'd have to be satisfied that the damage wouldn't usually be covered by household insurance, and that the damage was caused directly by BGI. He said that a leak would usually be covered by household insurance, and he thought that even if the delay had made things worse, some damage would've been caused in any case. He couldn't say that there wouldn't have been any damage if it hadn't been for what BGI did.

Our investigator said that BGI had already offered to pay Mrs S £130, and he thought that was the right amount to make up for what had gone wrong in this case.

Mrs S didn't agree with that. She said that our investigator had focussed on the claim rather than the initial error and the damage caused. She didn't think the damage would've been caused if BGI had come out when it said it would.

Our investigator explained that he had considered that there may have been less damage if BGI had turned up when it said. But he said that the problem was that there was no way to

tell what damage would still have occurred if not for the delays, so he wouldn't be able to ask BGI to refund the difference. He still thought that this damage ought to be covered by normal household insurance.

Mrs S said that she's been told water will cause damage very quickly, within two or three hours. And her household insurance company had said that it sounds like the damage was caused by error so it wouldn't cover it.

Our investigator asked BGI some more questions, about when an engineer might have attended if no mistake had been made. BGI said that it might not have been until the evening anyway. And it had offered to attend overnight, but Mrs S didn't want that. Our investigator said that BGI's offered visit still fell within 24 hours of Mrs S's initial call. And what Mrs S had been offered also fell within BGI's normal service standards, so he couldn't ask it to pay any more.

Mrs S said that she hadn't had a reissued cheque that our investigator said would be sent to her. And she didn't agree with our investigator's view, so this case was passed to me for a final decision.

my provisional decision

I issued a provisional decision on this complaint and explained why I proposed to uphold it in part. This is what I said then:

- Mrs S had home emergency insurance with BGI that covers her for repairs to leaks in her home. BGI hasn't suggested that it wasn't responsible for repairing the leak that Mrs S reported to it.
- I listened to the call that Mrs S made to report this leak. She was told on that call that someone would attend the same day. We knew that didn't happen. When she rang to find out why an engineer hadn't turned up, BGI realised its mistake and offered an emergency appointment in the small hours of the next morning. Mrs S wasn't able to accept that, and an engineer came in the afternoon of the next day.
- Mrs S's insurance with BGI didn't cover her for any damage that a leak might cause. But Mrs S asked us to consider the delay. She said things got worse over this time.
- I said I would tend to agree with our investigator, that it was likely that the damage did get a little worse during this time. But Mrs S herself told us that she understands water damage happens quickly, with most of the damage being done in the first two or three hours. I said that was my understanding too. And I noted that this leak happened overnight. There was already a puddle when Mrs S woke up, before she ever contacted BGI. So I thought it was likely that the majority of the damage had already been done at this point. And, like our investigator, I didn't think it was going to be possible to separate out any modest additional amount of damage done after Mrs S rang BGI, from damage which had already been done before.
- For those reasons, I didn't think BGI had to pay towards the repairs in Mrs S's kitchen.
- BGI sent Mrs S £130 in compensation. (I understood that she didn't cash that first cheque, but it had since been reissued and cashed.) Some of that money was paid for a different issue, not the subject of this case. £30 was for BGI's delay in responding to her

complaint. So, if we identified payments made for this leak, they added up to £70. I understood that £50 was paid for the missed appointment, and £20 was for poor customer service.

- The payment for poor customer service was made because BGI didn't advise Mrs S when it first spoke to her, to turn off the water in her home.
- As I noted, I had listened to the call. If Mrs S had been told to turn off the water, she wouldn't have spent much of that day, and the following day, mopping up. And it was possible that some of the water damage might have been avoided.
- For the same reasons as set out above, I didn't think that BGI had to pay towards the repairs in Mrs S's kitchen because it didn't advise her to turn off the water. Again, I didn't think it was going to be possible to separate out any modest additional amount of damage done after Mrs S rang BGI, from the majority of the damage which I thought had already been done before.
- But I did think that BGI should pay Mrs S a bit more compensation in this case. I thought that a total payment of £150 would be a reasonable amount of compensation to pay for the additional and avoidable inconvenience that Mrs S was subject to. So I said I would ask BGI to pay an additional £80 now.

I invited the parties to make any final points, if they wanted, before issuing my final decision. Mrs S replied, BGI didn't respond.

my findings

I've reconsidered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. I haven't changed my mind.

Mrs S said that she was going to accept my recommendations. But she still wanted it to be recorded that the leak was not very much on discovery, and was made a lot worse because of the delay. She said that if someone had come out sooner her kitchen would not have sustained the damage that occurred. She said that water does cause damage, but that is made a lot worse when left unattended for long periods of time. She said that the major damage was caused in the late evening, when the water started to pour out, and she tried to mop it up when it was running down the cupboards.

Mrs S also said that she was offered an appointment for the early hours of the morning by BGI, which would have meant being up for 48 hours if it had been accepted.

I've considered this additional information, but it remains my view that most of the damage done by a water leak is done in the early stages of the leak, and this leak first occurred overnight, before it was discovered the next morning. I still think most of the damage was likely to have been done then.

I also think that, if, as Mrs S says, the leak did get markedly worse in the late evening, then I would have to take into account that BGI had offered Mrs S an overnight, emergency appointment. I appreciate that this would've meant a night of interrupted sleep for Mrs S, and that she has a demanding job which means that this could have a significant impact on her, so I understand why she didn't take up that offer. But I think it would be unfair for me not to give BGI credit for making the offer.

Having weighed up all of this evidence, I still think that a total payment of £150 in compensation is the right amount to resolve this complaint. I'll now make that award.

my final decision

My final decision is that British Gas Insurance Limited must pay Mrs S £150 in total for this complaint. It can count towards that total the sum of £70, which it has offered for service issues under this complaint, if it has already paid that amount.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 12 April 2019.

Esther Absalom-Gough
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