

## **complaint**

Mrs C is unhappy with the handling of a claim by British Gas Insurance Limited under her central heating insurance policy.

## **background**

I issued a provisional decision on this matter in December 2018, part of which is copied below:

*"Mrs C says that she noticed water dripping from a pipe above her boiler on 11 September 2017. She says that at this stage the drip was minor and she was able to contain it. Mrs C reported the leak to British Gas and it sent a contractor out. He wasn't able to turn off the water to Mrs C's property, as the stop tap had seized up. Mrs C was told to get the water supplier to turn off the water to the whole street, which it did at around 11pm.*

*At 11am the next day (having not had running water for 12 hours) British Gas's contractor came out again. After some delay two contractors came in and decided to cut a hole in Mrs C's kitchen ceiling to trace the leak, they also went into the attic. Mrs C says the contractors told her they'd found the leak and re-routed the pipe. The contractors weren't apparently able to turn the water back on again and so Mrs C had to call the water supplier again to do so.*

*The water was turned on around three hours after the contractors left but Mrs C says that as soon as the water was turned back on, water came gushing uncontrollably through the hole that had been cut in the ceiling, all over the boiler and the work top. Mrs C says she was covered in water and the kitchen was flooded. Mrs C says that she ruined several towels mopping up the water which she had to dispose of and she also says that the worktop under the boiler and extending to the kitchen sink has been damaged, as a result of the contractors not repairing the leak properly.*

*British Gas sent another contractor out at 9pm that night, who condemned the boiler and turned it off. Mrs C says by then they had had no running water and no flushing toilet for 24 hours. Mrs C says she had to get water from her local shop. The contractor said he would have to come back the next day to repair the pipe, which he told Mrs C had leaked as it had been cut too short by the contractors that had attended earlier that day.*

*On the afternoon of 15 September 2017, another contractor came out. He told Mrs C he would not be able to complete the job that day as he finished at 6pm. Mrs C says he laughed at her situation and swore at her. Mrs C says she spoke to the contractor's manager but he told her they had only done the previous work as a favour and she could not be sure the previous contractors were at fault. That contractor did apparently get the toilet working and a cold tap in the kitchen working before he left at 6pm.*

*He came back and Mrs C says he spent almost the entire following day sorting out everything in the house: he serviced the boiler; replaced the ball valve in the toilet and the broken waste pipes; replaced the loft insulation that the previous contractors that thrown around; put back the boxing on the kitchen and replaced the bath panel.*

*Mrs C says she had to get a friend to help get the flooring up to prevent it from being damaged and makes no claim in relation to this. She also had to have her electrics checked. She also hasn't claimed for old towels but the volume of water was enormous and went*

*down the back of all the cupboards and penetrated the worktop leading to it bubbling and warping. Previously the silicone was perfectly white and intact; it is now mouldy and perished as a direct result of the leak caused by British Gas. The worktop has also 'dropped' slightly and Mrs C also suggests this could be from the water or possibly from the contractors kneeling on it to break the hole in the ceiling above.*

*British Gas acknowledged that the water leak was at the point of a newly fitted joint coming loose. (Mrs C says this is incorrect – it was cut too short and so would never have been correct.) However, it disputes that it is responsible for the damage that was caused to Mrs C's home. It says the policy specifically excludes cover for consequential loss or damage. British Gas says Mrs C needs to report the damage to her home insurer.*

*However, I understand that British Gas repaired the ceiling and initially offered £25 as a gesture of goodwill towards the cost of replacing some towels. However, it then seems to have retracted that offer as it said the towels Mrs C disposed of were not new.*

*One of our investigators looked into the matter and recommended that it be upheld. He considered that the evidence was that most of the water damage was not a result of the initial leak but as a result of British Gas not reconnecting a pipe properly. The investigator recommended that British Gas pay for replacing the damaged worktop; pay £57 for the cost of the towels; and pay £100 compensation.*

*British Gas doesn't accept the investigator's assessment and so the matter 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.*

*The policy doesn't cover damage caused by an insured event, i.e. damage that is a natural consequence of an insured event. So in this case that means that it would not be liable to fix or pay for damage caused by the initial leak. However, the allegation here is that British Gas caused the damage as a result of an inadequate repair of the initial leak. Mrs C's case is that none of this damage would have occurred but for British Gas's negligence.*

*British Gas says that there was damage already noted to have occurred to Mrs C's home (due to the insured event) when it arrived but this was possibly made slightly worse, as its contractor was unable to turn the water off. This was not something within its control.*

*However, there followed a more significant leak from the kitchen ceiling, when the water mains supply was turned back on after British Gas carried out a repair. Although there is a slight dispute about the specific reason for this – Mrs C says the pipe was cut too short and so would inevitably have leaked; British Gas says the new joint came loose) it seems to me that either way, this should not have happened and was as a result of the contractor's poor workmanship.*

*Mrs C says the volume of water that came through the ceiling and flooded her kitchen was far greater than the initial leak. I accept that. The pipe was apparently supplied by the mains – and therefore under mains pressure - and the whole pipe was disconnected (rather than water escaping from a small hole or crack in the pipe). While the mains supply was switched*

*off relatively quickly, the volume of water involved could still have caused significant damage.*

*Mrs C has provided photographs of her kitchen worktop, which appears in good condition apart from there being a gap where the worktop meets the wall and shows the silicon has blackened and is coming away. Mrs C has also provided convincing testimony about what happened. The second leak should never have happened and the volume of water is likely to have caused damage, even with efforts made to mop up all the water at the time.*

*I am therefore persuaded that, on the balance of probabilities, the damage to the work top was caused by British Gas's error when carrying out the first repair. There are no estimates available, as far as I'm aware, of the cost of replacing the work top like-for-like and no evidence as to whether the existing piece can be refitted.*

*I also consider that there were avoidable and unnecessary delays in the handling of this claim, which meant Mrs C was without running water (for drinking, bathing and for toilet facilities) for much longer than should have been necessary. It seems to me that the leak should have been fixed on 12 September 2017. However, Mrs C was without running water, for drinking, bathing and toileting, for another three days after she reported the problem with the previous repair carried out on 12 September 2017. It was then another day before everything was fixed. I do therefore consider that some additional compensation is warranted to reflect the distress and inconvenience this caused.*

*Mrs C has said she had to dispose of a number of towels which she used to mop up the leaking water in the kitchen. I find her evidence about this persuasive and accept that it is likely she had to dispose of a number of towels. Given there is no documentary evidence about the value of these towels, I intend to make an award of compensation that also takes account of this loss.*

*Overall therefore I consider that a sum of £300 compensation is appropriate, to take account of the delay in properly repairing the leak, meaning Mrs C was without running water for longer than necessary; the flooding of her kitchen and the additional appointments needed to resolve the matter; and the loss of a number of towels.*

**my provisional decision**

*I intend to uphold this complaint and require British Gas Insurance Limited to do the following:*

- *arrange or pay for replacing the damaged worktop; and*
- *pay £300 compensation for the distress and inconvenience caused by the handling of this matter.”*

**responses to my provisional decision**

I invited both parties to respond to my provisional decision with any further information or evidence they want considered.

British Gas has not responded.

Mrs C confirmed that she accepts my provisional decision and has nothing more to add.

**my findings**

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

Given that no further information or evidence has been provided, I see no reason to change my provisional findings and I remain of the opinion that British Gas is responsible for the damage caused to Mrs C's kitchen and should also pay compensation.

**my final decision**

I uphold this complaint and require British Gas Insurance Limited to do the following:

- arrange or pay for replacing the damaged worktop; and
- pay £300 compensation for the distress and inconvenience caused by the handling of this matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 15 February 2019

Harriet McCarthy  
**ombudsman**