

## **complaint**

Mr W's complaint is about the service provided in relation to his central heating insurance policy with British Gas Insurance Limited.

## **background**

Mr W made a claim under his policy on 23 December 2018, as there was a leak at his property. At that stage, I understand the boiler was still working. British Gas told Mr W that it was not therefore an emergency and no one could attend for three days. However, the following day (Christmas Eve) the leak became worse; water was leaking through the ceiling into the lounge and the boiler had to be turned off. British Gas sent a gas engineer out that evening. Mr W says he didn't want to investigate the leak, he said he didn't have the right tools with him and that Mr W should contact his home insurer. It appears the contractor said it was a plumbing leak rather than a central heating system leak.

British Gas sent out a plumbing contractor on 27 December 2018, who said the leak was from a central heating pipe, which he could not deal with and the previous contractor should have been able to fix it when he attended on Christmas Eve. British Gas arranged to send another gas engineer. At 8.30pm on 27 December 2018, Mrs W called British Gas to say the engineer had not yet attended having waited for him all day. British Gas told her he would get to her at around 10 pm or they could reschedule the appointment for the next day. Mrs W agreed to reschedule the appointment. The leak was in her daughter's bedroom, and she needed to be able to go to bed. Another gas engineer attended on 28 December 2018 but he didn't have a circular saw which was needed to access the leak through the floor. So another appointment was booked for the next day, when the leaking pipe was finally replaced.

Mr W is very unhappy with the way the claim was handled, which meant he and his family were without heating and hot water for six days over the Christmas period. Their daughter was unwell and sleeping in a damp room as a result of the leak. Mr W says the contractor that came out on 24 December 2018 was unwilling to look at the problem, as he said it might not be a central heating system problem. The contractor told him to contact his home insurer, which he agreed to do. He had also told British Gas on the phone when arranging the other appointments that they would need a circular saw to make an access hole to fix the pipe but the engineer still turned up without one again.

British Gas says the first engineer didn't complete the repair as Mr W said he was going to contact his home insurer because of the damage caused to the property. It accepted there were some delays but said that Mr W asked for the appointments to be rescheduled rather than accept an appointment later the same day, which meant it took longer to complete the repair and Mr W and his family were without heating and hot water for longer. British Gas offered £80 compensation for the delays it was responsible for.

One of our investigators looked into the matter. She recommended that British Gas pay an additional £120 compensation (£200 in total). She didn't think Mr W had much choice but to agree to reschedule two appointments, given the engineers had not attended by mid/late evening; and the fact British Gas sent a plumber, rather than a central heating/ gas engineer on 27 December 2018 meant two more days without heating and hot water.

Mr W accepted the investigator's assessment. British Gas did not accept it and said a total of £150 would be reasonable, so the matter has been passed 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 leak was from a central heating pipe under the floor in a bedroom. It appears to have been a relatively quick problem to repair when it was finally repaired on 29 December 2018, with access made through the floor and a section of pipe replaced. I have seen no persuasive evidence as to why this could not have been done on 24 December 2018.

The engineer that attended on 24 December 2018 gave a statement to British Gas which says:

*"I attended the property late in the day on Xmas eve. I advised the customer that I would need to come back with another engineer and or more equipment to start making access to find the leak. Unfortunately due to the timing of the leak over the Xmas period I wasn't able to go back until after Xmas due to the time/ tools required. I advised the customer of this along with the £1000 limit on access/ damage to find and repair the leak so I asked if their home insurance would cover it due to property damage already. I didn't know if they could get it done quicker/ potentially cheaper that way or wait for me to go back after Xmas and chance going over the £1000 limit. They said they would look into it and call us back if they would prefer us to do it."*

British Gas says the repair wasn't done that day because Mr W said he would see if his home insurer would cover it.

Mr W held a central heating insurance policy with British Gas to cover emergency situations exactly like this one. Even if Mr W had agreed to try and make a claim under his home insurance for the damage caused to his home by the leak and/or trace and access (which is disputed), that is no reason why British Gas should not have repaired the leak. And, even if Mr W said he would do so, this would seem to have been on the basis of the engineer suggesting there wouldn't be sufficient cover under the British Gas policy to trace and access the leak. It seems to me, having considered all the evidence provided, that Mr W's testimony that the contractor was unwilling to look at the problem seems to be credible. There is nothing that suggests that it would have cost anywhere near the £1,000 policy limit to access this leak. It required a hole to be made in the floor and possibly also the ceiling below. There is also no reason why this could not have been done on that first attendance, rather than leaving it until after Christmas. The only tool required was a circular saw and I don't think it is unreasonable to expect a gas engineer attending to a call out for a leak from a pipe through a floor/ceiling to expect to bring that with him. Instead twice engineers turned up without one.

Given the fact the leak was affecting the boiler there seems to reason for a plumber being sent out who was not qualified to deal with central heating leaks.

It seems to me that the first engineer could and should have been able to repair the leak on 24 December 2018. It was a leak from a central heating pipe. There has been no suggestion it was difficult to find. If it had been repaired then as it should, it would have avoided all the subsequent problems: Mr W and his family would not have been without heating and hot water for several days over the Christmas period; and would not have had to accommodate

three more unnecessary appointments, including two which were entirely futile (as one was unqualified and one didn't bring a saw with him, despite knowing he'd need to make access hole).

The investigator recommended that British Gas pay a total of £200 compensation (to include the amount already offered). I consider that the total sum of £300 is more appropriate to reflect that they were without heating and hot water for several days, over the Christmas period.

**my final decision**

I uphold this complaint against British Gas Insurance Limited and require it to pay Mr W the sum of £300 as compensation for the distress and inconvenience caused by its handling of this matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 15 May 2020.

Harriet McCarthy  
**ombudsman**