

complaint

Miss M is unhappy with the level of service received from British Gas Insurance Limited following a claim she made under her Home Emergency Insurance policy.

background

I issued a provisional decision on this matter on 19 March 2019, which I have included below:

In February 2018, Miss M contacted British Gas to report a leak at her property. During the call Miss M said she had used the shower and water had built up in the bath. Miss M also said water was dripping from her ceiling into the kitchen downstairs. British Gas advised Miss M to put the plug in the bath and remove the water to prevent further damage occurring. Miss M was particularly distressed during the call, and said she had experienced a similar problem previously which resulted in her ceiling collapsing.

British Gas deployed an engineer to Miss M's property to investigate the leak. Miss M said she had emptied the water out of the bath, and the engineer began running both bath taps which she said caused damage to her property. British Gas said on this visit its engineer resealed the waste joints underneath the bath to complete a repair.

Miss M contacted British Gas shortly after in March 2018 to report that the engineer that attended had caused damage to her property. British Gas deployed a different engineer to review the work the first engineer had completed. British Gas said the second engineer reported they were satisfied that the previous engineer had not done anything wrong.

Miss M then contacted British Gas again later in March 2018 as she said she felt the second engineer might have made an error while working on the bath and she didn't feel secure. So British Gas deployed a third engineer who made checks and confirmed the second engineer had fitted the bath panel correctly.

Miss M later raised a complaint with British Gas as she felt the level of service received was inadequate during her claim. Miss M considers British Gas should pay for the damage she believes the first engineer caused by running both bath taps. Miss M also feels British Gas should compensate her for the level of service received by not receiving phone calls when promised and broken appointments.

British Gas accepted it didn't provide Miss M with an adequate level of service during the claim, and offered her £150 for the trouble and upset caused. However, it doesn't accept liability for the damage caused to Miss M's property as it considers damage was consequential to the leak already present prior to its engineer attending. It also sought guidance from its public liability insurer which agreed with its position to reject liability.

Our investigator upheld Miss M's complaint. He explained he felt that on balance British Gas' engineer caused damage to Miss M's property by running both taps during the first visit. He therefore recommended that British Gas should arrange and cover the costs of the repair to Miss M's ceiling, or provide a cash settlement. He also reviewed the compensation British Gas had offered for the level of service she received, and found that to be a fair amount based on the circumstances. Miss M agreed with our investigator's view.

British Gas disagreed with our investigators view. It said during Miss M's first call she

explained that there was a leak present and damage was already being caused to the ceiling. It concluded that because its engineer didn't cause the leak, it wouldn't accept liability for the damage caused and Miss M should contact her household insurance provider. As British Gas disagreed, it's been passed to me to decide.

my provisional findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so I've reached a different conclusion on this complaint to our investigator. Because of that, this decision will be provisional, and I'll give both sides a chance to comment before I make a final decision.

I've listened to the initial call Miss M made to British Gas in February 2018 and wanted to say I appreciate this was a very concerning time for her. Miss M said she had a similar leak previously which resulted in her ceiling collapsing, so I accept this would've caused her a lot of worry and distress which I sympathise with. I also note Miss M suffers with her health and underwent surgery prior to the leak and requires a fully working bath and shower.

Miss M's home emergency policy provides her with assistance in the event of a sudden and unexpected incident. And like in most home emergency insurance policies, Miss M's policy states:

'General exclusions

We're not responsible for any loss of or damage to, or cleaning of property, furniture or fixtures as a result of your boiler, appliance or system breaking or failing unless we caused it. For example damage caused by water leaks.'

When Miss M first contacted British Gas in February 2018, she explained that water was dripping through the ceiling into the kitchen. This information given by Miss M on the initial call is important as she described what was taking place prior to the first engineer attending.

During the call, Miss M was advised to put the plug in the bath and bail out the water to prevent any further damage, as she had confirmed that there was some dripping water already present in the ceiling. Miss M then said when the engineer attended they ran both taps which she said started to cause damage to her ceiling.

Our investigator said at this point he considers the damage would've been exacerbated by the work carried out by the engineer. And while that's possible, I'm more persuaded that damage had already occurred based on the information Miss M gave during the first phone call she made to British Gas. So, with the above exclusion set out in Miss M's policy in mind, I don't think I could fairly say that British Gas is responsible for the damage caused to Miss M's ceiling because I don't think it caused the leak.

Miss M contacted British Gas in March and a further engineer went out who confirmed the repairs the first engineer had carried out were completed effectively. Miss M then made a further call to British Gas who attended and reported the bath panel had been correctly fitted too and the problems she experienced had been solved.

Having noted Miss M's personal circumstances, along with the level of service she received, I'm in agreement that she should be compensated for the trouble and upset caused to her. Miss M said it took a number of visits over an unreasonable period of time to have the problem resolved. She also said there was a lack of communication and she was spoken to

inappropriately by a British Gas agent when she called for an update when the engineer didn't arrive. I also note Miss M said there was a broken appointment.

Taking all of the service issues into account, I'm minded to agree with our investigators view that the offer British Gas made totalling £150 is fair and reasonable in the circumstances. British Gas accepts there were failings on its part and has apologised to Miss M, so I won't ask it to do more by way of compensating Miss M further here.

In the circumstances of this complaint I'm not persuaded British Gas is responsible for the damage caused to Miss M's ceiling, as in my view the damage in is consequential to a leak that British Gas didn't cause.

my provisional decision

My provisional decision is I do not uphold this complaint.

responses to my provisional decision

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

Miss M wrote to us to explain that she does not accept my provisional decision. Within her letter, she said she didn't contact British Gas to report a leak, but to explain that water was not going down the bath plug while she was showering. Miss M also stated that no water was coming through the ceiling at the time she initially contacted British Gas.

Miss M also said that she didn't tell British Gas that water was coming through her ceiling during the initial call to report the problem. Miss M therefore remains of the opinion that British Gas caused damage to her property by removing the plug in the bath and running water from both taps.

British Gas did not respond with any further comments following my provisional decision.

my findings

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

I've noted Miss M's further comments within her letter she sent us following my provisional decision. And while I appreciate this will disappoint her, my decision remains, for broadly the same reasons set out within my provisional decision, that this complaint shouldn't be upheld.

Miss M said she didn't state that water was coming through the ceiling, but I disagree. I have listened to the call Miss M made in February 2018 again and note she states that water was dripping through the ceiling into the kitchen. So I think it's likely that damage would've already been present prior to British Gas attending.

I do accept that British Gas' engineer's actions in running both taps would've worried Miss M and likely caused water to continue to run through to the kitchen ceiling. But I'm persuaded damage was already present prior to British Gas attending, and in the circumstances of this case I couldn't reasonably require it to pay for the repair under the policy. I think the damage

caused to Miss M's property was consequential to the problem she reported in February 2018. So I won't be asking it to do anything more.

I find the offer by British Gas to pay Miss M £150 is fair and reasonable to take into account the trouble and upset caused by the number of visits and the delay in resolving the matter for Miss M. And, if it has not already done so, British Gas should pay Miss M £150.

my final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 17 May 2019.

Martyn Tomkins
ombudsman