

complaint

Miss B is unhappy with the service provided by British Gas Insurance Limited under her central heating insurance policy.

background

On 4 October 2014, British Gas came out and inspected Miss B's water tank as it had been leaking. She was given the option of having it repaired or replacing the boiler.

Miss B wanted the tank repaired and so British Gas ordered the part and came back on 13 October 2014 to repair it. However, the water had continued to leak while waiting for the repair to be done and this caused damage to Miss B's wall. Miss B wants British Gas to pay for the damage to the wall resulting from the leak but British Gas says that as it didn't cause the leak it is consequential loss – ie a result of an insured event and not covered by the policy .

British Gas did, however, pay Miss B £100 compensation for a delay in dealing with her complaint.

One of our adjudicators looked into the case. He thought that it should be upheld and that British Gas should pay for the repair of the wall and pay an additional £200 compensation for the trouble caused to Miss B.

British Gas didn't agree and 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 inspected on 4 October 2014. British Gas says that the engineer offered to drain down the system (he has provided a recent statement stating this) but there is no record of this on the job sheet he completed and Miss B disputes that this was suggested.

British Gas says that there is limited space on the job sheet but the offer to repair the system would mean he'd offered to drain it down, as otherwise the repair wouldn't be possible. But this doesn't mean he offered to drain it down on 4 October – only that when he came back to do the repair he'd have to drain the system down as part of that repair process.

Given that there is no contemporaneous record of British Gas offering to isolate the leak, and Miss B's testimony that it didn't offer to do this, it is difficult to accept its assertion that it did so.

There is also a record of a telephone conversation between Miss B and British Gas on 7 October, during which she was chasing a date for the repair. During this call, Miss B told British Gas that the leak was continuing and she was having to contain it herself. However, she was told that there weren't many engineers available and so the tank couldn't be repaired any sooner than 13 October 2014.

British Gas was therefore aware that there was an ongoing leak and didn't offer to isolate that or drain down the system then either.

In addition, it took nine days to complete a repair, which should really have been possible to complete within a day or two. Its response to Miss B on 7 October 2014 was that it didn't have enough engineers available but that isn't a good reason for the delay in providing the service that Miss B had paid for: help in the event of a home emergency such as this.

Therefore it seems likely to me that the majority of the damage to wall was probably caused during the nine days it took British Gas to carry out the repair. Given this, the exclusion in the policy for cover for consequential damage is irrelevant. This is not a claim for damage under the policy, it is for damage caused due to British Gas' failure to deal with an insured event as it should have done. It didn't cause the leak but it was responsible for it continuing for considerably longer than was necessary and this caused the damage. British Gas should therefore pay to have that repaired.

I also agree with the adjudicator that a further £200 compensation is appropriate for the trouble caused to Miss B by this matter. This includes having to deal with the leak while waiting for the repairs and the inconvenience of having to sort out the damaged wall.

my final decision

I uphold this complaint against British Gas Insurance Limited and reimburse the cost of repairing the water damage (on production of appropriate estimates/invoices); and pay £200 compensation for the trouble caused by its handling of the claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 14 January 2016.

Harriet McCarthy
ombudsman