

complaint

Mr P complains that when he called on British Gas Insurance Limited ("BGI") to repair a leak under his home emergency insurance policy:

- BGI was slow in attending and repairing the leak; and
- when its engineer did attend, the repair was faulty and caused further damage.

background

I issued a provisional decision on this complaint on 18 February 2019, a copy of which is attached to, and forms part of, this decision.

Mr P has accepted my provisional decision. BGI hasn't responded to it.

my findings

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

As neither Mr P nor BGI has provided any fresh information or evidence in response to my provisional decision, I find no basis to depart from my earlier conclusions.

my final decision

My decision is that I uphold this complaint in part, and order British Gas Insurance Limited to:

1. pay Mr P a contribution of £500 towards the work of repair and redecoration now required instead of the £200 it has previously offered; and
2. pay Mr P £230 as compensation for the distress and inconvenience its poor service caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 28 April 2019.

Lennox Towers
ombudsman

Copy of provisional decision

complaint

Mr P complains that when he called on British Gas Insurance Limited ("BGI") to repair a leak under his home emergency insurance policy:

- BGI was slow in attending and repairing the leak; and
- when its engineer did attend, the repair was faulty and caused further damage.

background

Mr P owned a residential property which was rented to a tenant. He took out a home emergency policy with BGI to cover the property's central heating system, plumbing, drains and electrics.

In April 2018, Mr P's tenant found there was a leak from the bathroom, which was causing water to run down the wall of the room below. He phoned BGI to ask it to attend. BGI said it wouldn't at that stage. Mr P rang BGI and insisted that it send an engineer.

The engineer who attended (the "first engineer") said the leak wasn't serious at that stage. He wouldn't deal with the repair then, but said BGI would arrange a repair on or before a date nine days away. The next day the tenant found the leak had substantially increased. There was now a significant flow down the wall. Mr P again insisted that BGI attend and repair the leak.

An engineer (the "second engineer") did attend and repaired the leak. However some ten days later, the tenant found water was again coming down the wall from the same area as before. He called BGI who attended the following day. This engineer (the "third engineer") found the previous BGI repair was faulty. He replaced this faulty repair.

Mr P complained to BGI. He said he would now have to replaster the wall, replace the damaged ceiling, and redecorate both. If the first engineer had repaired the leak when he first reported it to BGI, this amount of work wouldn't have been needed. At most, the affected wall and ceiling would have needed to be repainted.

BGI accepted his complaint. It acknowledged the first engineer hadn't properly diagnosed the seriousness of the leak, and the second engineer carried out a faulty repair. However it said BGI hadn't caused the initial leak. It thought most of the damage would have been caused before it became involved, and under the policy terms it wasn't responsible for this.

In its view, the additional damage that arose after its involvement was minimal. Mr P had estimates suggesting the cost of making good the damage would be some £1,000. BGI offered a contribution of £200 towards this, plus £230 as compensation for the service failures by the first and second engineers.

Mr P didn't accept this offer. In his view, most of the damage happened after the initial visit of the first engineer. So he thought BGI should pay all or a substantial part of the repair costs.

Our investigator didn't recommend that this complaint should be upheld. He had looked at photos taken at different stages. He thought that before Mr P contacted BGI, the ceiling and wall had already suffered water damage. And under the policy terms, BGI wasn't responsible for that.

He thought the wall and ceiling would already have been saturated before water became visible. So the majority of the damage had occurred before BGI became involved, and would have needed to have been repaired. He said the cost of repairing the additional damage for which BGI was responsible would be minimal.

He thought BGI's offer to contribute £200 towards the repair costs was reasonable. He also thought its offer of £230 as compensation for the trouble and upset its poor service caused Mr P was fair.

Mr P responded to say, in summary, that if the first engineer had dealt properly with the repair when he first attended, he wouldn't have needed to have repaired the wall or replaced part of the ceiling. Only redecoration would have been needed.

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.

I have seen a number of photos on BGI's file showing the affected areas at different stages of the leak:

- The first photo was taken by Mr P's tenant about the time the first engineer attended. The photo shows the wall, with little damage visible. It doesn't show the ceiling. I think this is likely to have been because little or no damage to the ceiling was evident at that stage.
- The second photo was taken by Mr P's tenant about the time the second engineer attended. Again, this photo shows the wall, with staining from water running down the wall and water visible on the carpet below. Again the photo doesn't show the ceiling. Again I think this is likely to have been because there wasn't significant damage to the ceiling at that stage.
- The third and fourth photos were taken by BGI once the leak had been repaired by the third engineer. The wall is shown to be cracked, and the ceiling is heavily stained over a large area.

I understand the point BGI makes that water damage can take some time to become evident. BGI says that when the first engineer visited and declined to repair the leak, the wall and ceiling would have already been so damaged that they would have needed replastering and replacing.

On the evidence available to me, I think, on balance this is unlikely. I think it's probable that only redecoration would have been required at that stage if the first engineer had repaired the leak then. So I think it's fair that BGI makes a greater contribution to the work required.

Mr P has obtained two estimates for the repairs and redecoration now required. He says he intends to accept the lower quote for £975. I think it's fair and reasonable that BGI pays Mr P a contribution of £500 towards this work, rather than the £200 it has previously offered.

I think the £230 BGI has offered as compensation for the distress and inconvenience its poor service caused Mr P is fair and reasonable in the circumstances.

my provisional decision

For the reasons I've explained, but subject to any further comments and evidence I receive from either Mr P or from BGI by 4 March 2019, I intend to uphold this complaint in part. I intend to order British Gas Insurance Limited to:

1. pay Mr P a contribution of £500 towards the work of repair and redecoration now required instead of the £200 it has previously offered; and
2. pay Mr P £230 as compensation for the distress and inconvenience its poor service caused him.

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