

complaint

Mr A has complained that British Gas Insurance Limited caused damage to his home when he made a claim under his home emergency insurance policy.

background

Mr A held a Home Care policy with British Gas, which provided cover for his boiler.

In May 2018 Mr A experienced problems with his boiler – it was turning itself off intermittently. He reported it to British Gas and an engineer attended on 20 May 2018 and carried out some maintenance. Mr A says he noticed the boiler had been left leaking so he called British Gas again.

A second engineer, Mr N, attended on 22 May 2018. He identified the leak and ordered parts. He returned on 23 May 2018 to fit parts but one part couldn't be replaced as it was obsolete. Mr A says Mr N left the boiler leaking and a few hours later the leak became significant, causing water damage to his home.

A third engineer visited Mr A on 25 May 2018, he didn't complete any work on the boiler but drained it and made it safe.

Mr A complained via social media. He said his boiler hadn't leaked until British Gas' engineers worked on it. So, he considered British Gas was responsible for the leak and damage to his home. British Gas didn't agree. It said a different part had failed following Mr N's visits, which had caused the leak. So, as per the policy terms, it wasn't responsible for the damage caused. But it paid Mr A £20 for some service issues.

Mr A remained unhappy and referred his complaint to our service. He said his ceiling needed to be repaired.

The investigator upheld Mr A's complaint. She thought the evidence British Gas had provided didn't support its position. This was because the notes appeared to show Mr N had left the boiler leaking. And as the boiler hadn't been leaking until the engineers' visits, on balance she thought British Gas should take responsibility for the damage caused to Mr N's home. The investigator also recommended British Gas should pay an extra £180 for the trouble and upset caused.

British Gas didn't respond. So, the complaint was referred to me to make a final decision.

I advised British Gas that I was also inclined to uphold the complaint. But British Gas didn't reply, despite being given extra time to respond. For this reason, I'm now providing my final decision on this complaint.

my 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'm upholding it.

British Gas has provided little evidence in this case to substantiate its position. The notes recorded by the engineers who visited Mr A's property are very limited. Having reviewed the notes, it seems Mr N switched off the boiler and ordered parts when he visited on 22 May 2018. His note reads:

'CODE4/5 ELI<1HM ALL OFF PARTS REQ'

Mr N returned on 23 May 2018 and made the following note:

'CODE7/4 ELI<1HM 3AMP FITTED PARTS BUT MAIN HEAT ENGINE LEAKING PART OBSOLETE'

British Gas' final response says that Mr N isolated the leak and ordered a new heat exchanger. But I don't think the note shows this. Instead, I think it demonstrates the boiler was left leaking and that the heat exchanger part was obsolete – this also matches up with Mr A's social media messages in which he reported the leak.

British Gas has said the leak Mr A reported late on 23 May 2018 was the result of a separate part failing, a mixer tap. But, again, the contemporaneous notes don't show this. The engineer who attended on 25 May 2018 left the following note:

'71CODE LEAKING H/EX OBSOLETE PER PREV ENG. MADE SAFE ONLY. DRAINED & ISOLATED MAINS IN/OUT. NO WORK'

The note doesn't say anything about a mixer tap – it refers to the leaking heat exchanger Mr N had reported. British Gas hasn't provided any other evidence showing that a mixer tap was the cause of the leak.

I don't think I can say for certain that British Gas' engineers caused Mr A's boiler to start leaking. But based on the evidence I've seen, I think they could've prevented it from causing damage to his home. The notes suggest to me that Mr N was aware the boiler was leaking and left it in that way, without draining and isolating it to prevent further leaking. Had he done this, I think it's more likely than not the leak that caused damage to Mr A's ceiling could've been avoided.

As I understand it, Mr A hasn't yet carried out any repairs. For this reason, I think a fair resolution to this complaint is for British Gas to arrange for the damage caused by the leak to be repaired. But if Mr A prefers to use his own contractor, I think British Gas should cover reasonable costs associated with this. I also think it should pay total compensation of £200 for the trouble and upset resulting from the damage caused by the leak.

my final decision

For the reasons set out above, I'm upholding this complaint.

British Gas Insurance Limited should either arrange for the damage to Mr A's home caused by the leak to be repaired. If Mr A instead prefers to use his own contractor, it should cover reasonable costs of repairing the damage.

It should also pay him an extra £180 for the trouble and upset caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 9 February 2019.

Hannah Wise
ombudsman