

## **complaint**

Mrs R complains that British Gas Insurance Limited is responsible for poor service and damage in connection with a home emergency insurance policy.

## **background**

Mrs R had British Gas insurance including plumbing and drainage cover. Where I refer to British Gas I refer to the insurance company of that name and I include its associated plumbing and drainage company and others insofar as I hold that insurance company responsible for their actions.

Mrs R reported a water leak and on 9 December 2018 British Gas replaced the ball valve in her cold water storage tank.

But on about 18 December 2018 Mrs R reported more serious leaking. British Gas said the tank had a hole in the bottom. Mrs R complained that this was the responsibility of British Gas. She claimed on her home insurance for the water damage.

On 27 December 2018 British Gas replaced the tank. But there was more leaking and on 7 February 2019 British Gas unblocked a blocked overflow pipe.

Mrs R said that her home insurer charged three policy excesses each of £599.00 for three separate claims. She complained that British Gas should reimburse her.

In its final response dated 2 April 2019, British Gas declined to reimburse Mrs R but it offered £150.00 for poor service, multiple visits and delay.

## *our investigator's opinion*

Our investigator recommended that the complaint should be upheld in part. He didn't think that it was certain that British Gas caused damage and the need to claim. But he thought it more than likely that British Gas hadn't identified the issue in its entirety and had been responsible for an oversight on 9 December 2018.

He recommended that British Gas should pay Mrs R a further £350.00 bringing the total compensation to £500.00.

## *my provisional decision*

After considering all the evidence, I issued a provisional decision on this complaint to Mrs R and to British Gas on 21 April 2020. I summarise my findings:

I wasn't persuaded that – by getting something wrong during its visits in December 2018 - British Gas caused any of the water damage that Mrs R suffered. Therefore I didn't find it fair and reasonable to direct British Gas to compensate Mrs R for the uninsured losses of the policy excesses and the inconvenience associated with the escapes of water.

British Gas acknowledged poor service, multiple visits and delay in dealing with the complaint. I didn't doubt that these shortcomings caused extra distress and

inconvenience to Mrs R at an already difficult time for her. British Gas offered £150.00. I'd concluded that £150.00 is the fair amount.

Subject to any further information from Mrs R or from British Gas, my provisional decision was that I wasn't minded to uphold this complaint. I didn't intend to direct British Gas Insurance Limited to do anything further in response to this complaint.

Mrs R disagrees with the provisional decision. She doesn't think the whole complaint has been considered, and doesn't think it is very fair the ombudsman has decided that no further compensation is warranted. Mrs R points to the multiple call-outs and misdiagnosis by British Gas that caused further damage to her home. She has said that the information currently on file should show that British Gas were in the wrong and they should increase the compensation offered to be fair to her circumstances.

British Gas acknowledged receipt of the provisional decision but hasn't commented on 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.

The British Gas policy had the following exclusion:

***"Any other loss or damage***

*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."*

So the policy said that British Gas wasn't responsible for water damage unless it caused such damage.

A cold water storage tank is often located in a roof space. Typically the tank has a water inlet controlled by a floating ball valve that closes when the water in the tank reaches a maximum level. That level is usually just below the level of an overflow pipe. So if the ball valve fails to close when the water reaches the maximum level, water will escape down the overflow pipe.

Mrs R already had a leak when she contacted British Gas in early December 2018. That's why she contacted British Gas. So I can't hold British Gas responsible for water damage that occurred before 9 December 2018.

Our investigator thought that British Gas made an oversight on 9 December. And I accept that there was further water damage on about 18 December before British Gas replaced the tank on about 27 December 2018.

Mrs R suggested British Gas was responsible for the hole. But there's not enough evidence for me to say whether there was a hole in the tank before 9 December, on 9 December or after 9 December 2018. I don't find it likely that changing the ball valve would involve any interference with – or damage to - the base of the tank.

So I don't find that British Gas caused the water damage on about 18 December 2018.

There was yet further leaking before British Gas unblocked the overflow pipe on about 7 February 2019. Mrs R says that on that visit the engineer rang the previous engineer and asked why he hadn't checked the waste pipe.

But Mrs R hasn't told us the response to that. Nor has she told us what was blocking the overflow pipe. She hasn't told us whether it was debris or perhaps - at that time of year - a blockage of ice.

Therefore I'm not persuaded that – by getting something wrong during its visits in December 2018 - British Gas caused any of the water damage that Mrs R suffered. Therefore I don't find it fair and reasonable to direct British Gas to compensate Mrs R for the uninsured losses of the policy excesses and the inconvenience associated with the escapes of water.

British Gas hasn't fully explained the delay between 18 and 27 December 2018. And after the complaint on about 19 December 2018 British Gas should have provided a final response within eight weeks, that is by about mid-January 2019. But it didn't do so until 2 April 2019.

Its final response acknowledged poor service, multiple visits and delay in dealing with the complaint. I don't doubt that these shortcomings caused extra distress and inconvenience to Mrs R at an already difficult time for her.

British Gas offered £150.00 and said it was sending Mrs R a cheque for that amount. I think she would've told us if she hadn't received that cheque and paid it in. So I find that she did.

I've considered how much I would've directed British Gas to pay if it hadn't made that offer. I conclude that £150.00 is the fair amount. So I don't find it fair and reasonable to direct British Gas to pay Mrs R any more or to do anything further in response to her this complaint.

### **my final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct British Gas Insurance Limited to do anything further in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 15 June 2020.

Christopher Gilbert  
**ombudsman**