

## **complaint**

Mrs L complains that following a service visit by a British Gas Insurance Limited ("BGI") engineer under her home emergency insurance policy, she suffered a water leak in her lounge ceiling. BGI was slow to repair this leak following which her lounge ceiling collapsed. She also experienced other problems with her boiler, which BGI was slow to repair.

## **background**

Mrs L's boiler was serviced by BGI on 13 May 2014. On 24 May 2014, she noticed a water leak coming through her lounge ceiling, and immediately contacted BGI. The next day a BGI engineer came to the house. He was concerned at accessing the leak through the ceiling because of a potential asbestos risk. He took a sample to test for this, which would take a few days. He also said the boiler flue was not supported correctly so switched the boiler off.

By 26 May 2014, the ceiling leak had worsened. Mrs L called BGI again. An engineer came, but because of the asbestos risk no action was taken on the leak. The hot water, but not central heating, was switched on again. Mrs L called BGI again on 30 and 31 May 2014, but it was 2 June 2014 before a BGI engineer came and stopped the leak by getting access through the upstairs floor. On 3 June 2014, the lounge ceiling collapsed.

Mrs L continued to have further problems with her boiler, and to be without heating. Finally all the problems were resolved on 9 June 2014. She complained to BGI about its poor service. It did not accept responsibility for the leak or the collapse of her ceiling. However, it did acknowledge that it could have acted sooner, and taken up the upstairs floor on its first visit on 25 May 2014 to stop the leak. But it was trying to minimise damage to the laminated flooring upstairs.

It acknowledged that there was a delay in it carrying out repairs to the boiler, and a broken appointment on 31 May 2014, which resulted in Mrs L having no heating for 7 days. In recognition of this it offered Mrs L compensation of £200. She did not accept this offer and brought this present complaint.

Our adjudicator recommended that this complaint should be upheld. BGI was trying to minimise damage to the laminated floor; but it failed to consider properly the risk of potentially greater damage from the continuing leak. He considered that, on balance, the collapse of the ceiling would have been unlikely had the leak been repaired on 25 May 2014 by getting access through the floor.

Mrs L continued to tell BGI about the worsening leak, while BGI waited for the results of its asbestos sample, but this did not prompt BGI into acting sooner. He also considered that BGI had caused Mrs L additional avoidable inconvenience by its poor handling of the repairs to her heating system.

Mrs L had claimed on her house insurance for the damage caused by the ceiling collapse. She had to pay an uninsured excess of £350 on this claim, and had suffered an increase in her premiums which the adjudicator estimated at £100. Taking into account this financial loss, the upset and inconvenience caused by the ceiling collapse and the consequences of this collapse, and the trouble caused by the handling of the heating repairs, the adjudicator recommended that BGI pay Mrs L compensation of £1,000, inclusive of the £200 it had already paid her.

BGI responded to say, in summary that:

- BGI did not cause the leak, and Mrs L would have experienced some inconvenience because of it in any event;
- on the visit on 25 May 2014, the engineer asked Mrs L if she wanted him to turn the system off, but she did not want to do this as she wanted to continue to use the central heating. So she had some responsibility for failing to mitigate her loss; and
- it believed that £200, rather than £1,000, was reasonable compensation in the circumstances.

The adjudicator said it was not reasonable to put all the responsibility on Mrs L. He said that BGI had a duty to exercise its professional judgement properly in deciding how to manage the claim. The risk of significant damage occurring while it waited for the result of its asbestos test should have been obvious to BGI. There was a viable alternative of access through the ceiling which was available on 25 May 2014, and was the means eventually used. He could not see that this was offered to Mrs L on 25 May 2014. If it had been, it was likely that she would have accepted it.

### **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I find that I have come to the same conclusions as the adjudicator, and for broadly the same reasons.

I consider that BGI was unprofessional in the way it dealt with the leak and allowed it to continue unchecked until 2 June 2014. I don't think it caused the leak. But if it had acted promptly to repair the leak at the outset, I think it's unlikely that the ceiling would have collapsed, and that Mrs L would have suffered all the upset and inconvenience she did.

I conclude that the appropriate compensation for BGI's actions in respect of this and its failures in repairing the heating system is £1,000, inclusive of the £200 it has already paid Mrs L.

### **my final decision**

My decision is that I uphold this complaint, and order British Gas Insurance Limited to pay Mrs L £1,000, inclusive of the £200 it has already paid her.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs L to accept or reject my decision before 20 July 2015.

Lennox Towers  
**ombudsman**