

The complaint

Mr C complains about British Gas Insurance Limited's (British Gas) handling of a claim made under his home emergency policy.

What happened

Mr C holds a home emergency policy with British Gas. Under this policy he made a claim in for a leak coming from the cold-water tank in late 2017. British Gas' contractors fitted two water tanks and replaced an overflow pipe. Mr C believed this resolved his claim.

In 2021, Mr C had a survey carried out on the property. This survey identified damage to the roof, and Mr C believed this was likely to be caused by British Gas' contractors when they fitted the overflow pipe. Mr C says as well as roof tiles being dislodged, water entered the property and damaged the spare room. He complained to British Gas, believing the damage was most likely caused when its contractor carried out the repair to the cold-water tank.

British Gas arranged for two contractors to visit Mr C's home. Their overall conclusion was that they weren't responsible for the damage caused to the roof tiles. Unhappy with this, Mr C referred his complaint to this service.

One of our investigators considered Mr C's complaint. She said neither side had been able to provide evidence to show what state the roof was in before the overflow pipe was fitted. So, on balance, she thought it would be more likely than not the damage to the roof tiles around the overflow pipe occurred when it was being fitted. She said to put things right, British Gas either needed to carry out the repair or British Gas could consider the cost of independent quotes obtained by Mr C, and pay the value of these.

British Gas didn't agree so this matter has been passed to me.

What I've decided – and why

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

British Gas initially declined the claim on the basis Mr C already had an ongoing claim with his home insurer for damage to his roof. However, as British Gas now knows, the home insurer isn't considering the claim for the roof damage. I think it would also be helpful to clarify I'm not considering the state of the entire roof. My role here is to decide if I think it is more likely than not that the damage Mr C has complained about is as a result of the earlier works carried out by British Gas.

British Gas also said it wouldn't move forward with Mr C's claim, telling us it thought the roof was in a poor state of repair. I can see there from the images provided, there seems to be a number of slipped tiles across the roof.

However, when looking at the section of the roof around the overflow pipe there is significant disruption around the pipe. This disruption includes gapping of tiles, with some large gaps

where tiles have been lifted. While there are slipped tiles on other sections of the roof, the appearance and layout of the tiles around the overflow pipe are not consistent with any slipped tiles on rest of the roof. This has been supported by the independent contractor Mr C asked to inspect his roof. The contractor said they had investigated the leak on the roof, and they believed this was caused by the removal of the pipe. British Gas hasn't provided any persuasive explanation as to why the tiles around the overflow pipe look so

Overall, I consider on the balance of probabilities, it is more likely than not the tiles around the pipe were dislodged and damaged by the pipe being replaced in 2017. It follows, on the balance of probabilities, it's more likely than not that this led to damage in the upstairs of Mr C's home

British Gas says it wasn't aware of any damage caused by earlier works. I've considered whether Mr C could have done more to mitigate the damage caused by water entering the property. It seems clear from the photographs provided at the time of the original repair and later that Mr C doesn't use his loft often, so I'm not persuaded that he could reasonably have known there was damage until he saw evidence of water damage in his house and considered the results of the survey.

I'm satisfied there was damage caused to Mr C's property as a result of the tiles being displaced when the overflow pipe was fitted by British Gas. And there has been damage to Mr C's property as a result of this. To put things right, I require British Gas to repair the damaged roof tiles around the overflow pipe and repair any damage as a result of water entering Mr C's property from these damaged tiles.

If British Gas decides it shouldn't carry out the repairs, British Gas can pay Mr C the equivalent amount it would cost him to have the repairs carried out, as long as he provides two quotes for it to consider. If there is a difference between the two quotes, British Gas can pay the lower of the two quotes.

My final decision

I uphold Mr C's complaint. To put things right, I require British Gas Insurance Limited to take the steps I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 4 May 2022.

Emma Hawkins

Ombudsman