

The complaint

Mr S complains British Gas Insurance Limited (“British Gas”) caused avoidable damage to his property when completing a repair under his home emergency policy.

Any reference to British Gas includes the actions of its agents.

What happened

The circumstances of this complaint are well known to both parties, so I’ve summarised events.

- Mr S has a home emergency policy which is underwritten by British Gas. The policy provides unlimited repairs for plumbing and drains.
- Mr S made a claim on his policy to repair a leak to an external pipe. British Gas’s agent attended and repaired it, but Mr S says avoidable damage was caused to his property whilst doing so.
- Mr S says he attempted to remove the staining with no success. He says he was told by British Gas’s agent that the staining was consequential to the repair, and that he should claim on his home insurance policy as there was already pre-existing damage.
- Unhappy British Gas wouldn’t repair the damage to his property, Mr S complained. In its final response letter, British Gas said:
 - It appreciated further damage may have been caused as a result of the repair, but it can’t be held liable for the full extent of the damage as the property had already been affected by an initial leak – and that is why it referred Mr S to his home insurance policy. It said the insurer for that policy could approach it for a contribution should it decide British Gas was at fault.
 - It said the repairs would have had to be carried out regardless because of the initial leak.
 - It offered £50 compensation for poor workmanship, but Mr S declined this.
- Mr S brought a complaint to this Service. Prior to the Investigator issuing a view, British Gas confirmed the £50 wasn’t for poor workmanship and was instead for Mr S to purchase paint to repair the affected area. It maintained its engineer hadn’t done anything wrong.
- An Investigator considered the complaint but didn’t uphold it. He wasn’t persuaded the damage caused during the repair was avoidable. And so, he didn’t consider it fair to hold British Gas responsible for repairing it.
- Mr S strongly disagreed and suggested an aluminium shield could have been fitted

behind the pipe to protect the area. He said pre-existing damage didn't absolve British Gas of its responsibility to put right the damage it had caused.

- The Investigator considered Mr S' points but it didn't change his mind. Mr S said he was going to provide a report to show preventative measures could have been taken but this hasn't been provided.
- Because Mr S disagreed, the complaint has been passed to me for an Ombudsman's decision.

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.

I've also kept in mind British Gas' responsibility as an insurer to handle claims fairly as set out in the Insurance Conduct of Business Sourcebook (ICOBS). Having done so, I agree with the outcome the Investigator reached. I appreciate this will disappoint Mr S, but I hope after reading my decision he understands why I've reached this outcome.

It's not in dispute there was pre-existing damage to Mr S' property's wall which was attributable to the defective pipe. In respect of pre-existing damage, the policy says:

"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 [...]"

So, the policy makes it clear damage, or cleaning of property, isn't covered unless the failing of the system was British Gas' responsibility. Here, the defective pipe wasn't British Gas' fault and so, it's not responsible for repairing the pre-existing damage.

The policy also says British Gas isn't responsible for:

"[...] repairing or replacing any damage by extreme weather, flooding, escape of water, structural issues, fire or explosions - or any other kind of damage that's normally covered by household insurance - unless your product specifically includes it."

Based on this, I don't consider British Gas' suggestion that Mr S contact his home insurance provider about repairing the pre-existing damage to be unreasonable, given British Gas isn't responsible for putting that bit right. I appreciate Mr S doesn't want to claim on his home insurance policy – and that's his prerogative – but I don't consider British Gas' suggestion to be unreasonable.

But Mr S is unhappy British Gas doesn't consider itself responsible for repairing the staining he says was caused during the repair. So, I've thought about whether it's fair and reasonable to hold British Gas responsible for this.

Mr S says the engineer could have placed a protective sheet behind the pipe to prevent the staining from happening. On the other hand, British Gas has said this isn't practical because:

- the pipe has to be cut around its diameter to be removed, so putting a board behind it is not always physically possible.
- if a shield could be fitted, it would need to be secured to the wall so that it couldn't

move when the grinder cut through the pipe, this would require bolts to be drilled into the wall and damaging the fabric of the building.

- the shield would need to be flame resistant and adaptable in size – so this eliminates using wood, cardboard, or plastic.
- old cast iron is an irregular material, and the engineer will cut it in whichever angle is safest. As it's unknown as to the direction and distance the dust may blow, a significant area would need to be shielded to cover every eventuality – which isn't practical.

When I consider the evidence presented, I have to keep in mind that Mr S has only provided *his* opinion on the matter. He hasn't for example, provided an alternative engineer's report explaining what best practice would be when carrying out a repair such as this.

Conversely, British Gas' engineer has put forward a reasoned explanation as to why using a shield isn't a practical solution and wouldn't have avoided the staining. So, when I weigh up the available evidence, I'm not persuaded the staining was the result of poor workmanship on British Gas' part, or that it was avoidable. And so, I don't consider British Gas needs to take any further action.

It has however, as a gesture, offered £50 saying Mr S could use this for paint costs. Whilst I don't consider British Gas needed to do anything further, even if I did, I haven't been given anything to suggest this amount isn't sufficient. But I don't intend on interfering with the sum already offered, and so, I'll leave it with Mr S as to whether he wants to accept British Gas' offer to settle the complaint.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 9 April 2024.

Nicola Beakhust
Ombudsman