

The complaint

Mrs G complains that British Gas Insurance Limited should reimburse her with £720 for the costs she incurred owing to the misdiagnosis of a leak in 2018. An engineer, on behalf of British Gas, had attended Mrs G's property under her home emergency insurance policy.

What happened

In late December 2017, Mrs G noticed a damp patch on her dining room ceiling. Mrs G called British Gas to arrange for the leak to be repaired under her home emergency policy.

In January 2018, an engineer attended Mrs G's property on behalf of British Gas. British Gas has said the engineer located the leak under the water cylinder on the first floor. As the engineer suspected asbestos was present in the dining room ceiling, a test was deemed necessary before the plumbing under the water cylinder could be accessed, and a repair carried out.

The engineer arranged for a third-party company to visit Mrs G's property to carry out the asbestos test. As the test proved positive, arrangements were made for the asbestos to be removed - at the cost of £420.

In March 2018, after the removal of asbestos, Mrs G contacted British Gas again. An engineer attended the property and noted in the job notes for the visit that they'd repaired the leak by replacing a piece of waste pipe. Mrs G then paid a total of £300 for the dining room ceiling to be plastered and re-decorated.

In April 2019, Mrs G reported a further leak to British Gas. She said the leak appeared to be coming from the same area as before as water was coming through the dining room ceiling.

An engineer, on behalf of British Gas, attended Mrs G's property and said there was a leak from the connection to the pump valve in the airing cupboard. So, the engineer tightened the loose connection. But as the pipework in the airing cupboard remained wet after the visit, Mrs G called British Gas again the following day.

An engineer re-attended Mrs G's property and tightened the connection again. As the engineer suspected the leak was coming from the pump, and not the connection to the pump as previously thought, arrangements were made for a heating engineer to attend Mrs G's property. And in May 2019 heating engineer attended Miss Gs' property to carry out the necessary repair and balance the system.

Mrs G said the engineer who tightened the loose connection in 2019, suspected the leak had occurred over a long period. So, Mrs G felt this showed the leak from the pump valve was the problem in 2018, rather than leaking pipework by the cylinder.

Mrs G complained to British Gas as she thought the leak in 2018 had been misdiagnosed. Mrs G said the repair in 2019 had been carried out without the need to access any pipework in the ceiling area. So, she thought the previous leak could've been resolved in the same way. Meaning the removal of asbestos, and subsequent repairs, which had cost her £720,

had been unnecessary. So, Mrs G wanted British Gas to pay her this amount, so she'd suffered no financial loss.

In their response, British Gas said they'd acted reasonably when the engineer attended Mrs G's property to fix the first leak. British Gas was satisfied that the engineer hadn't misdiagnosed the problem at the time. British Gas also noted they weren't responsible for the removal of asbestos - or subsequent repairs (other than any pipework the policy would have covered). So, this would have been something Mrs G would have correctly needed to pay for.

Our investigator's view was that Mrs G's complaint shouldn't be upheld, as she couldn't confirm that the leak in 2018 had been misdiagnosed.

As Mrs G didn't agree with the investigator's view, her complaint was given to me to decide.

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 considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I don't intend to uphold Mrs G's complaint. I'll explain why.

Mrs G has explained she feels the problem at her property was mis-diagnosed in 2018. And this led her to incur unnecessary costs. So, I've needed to consider whether it's likely British Gas undertook the correct investigation, and repair work at Mrs G's property at that time.

There was a leak which was apparent on the dining room ceiling. And, the engineer felt it would be reasonable to look at the pipework in this area. Given where the water staining was, I think this sounds like a reasonable action to take.

I can see from the job notes provided by British Gas, the engineer suspected there was asbestos in the dining room ceiling. So, before they were able to complete any work the ceiling needed to be tested for asbestos. I'm also satisfied it was fair for British Gas to point this out, to ensure no one was put at risk by the removal of the ceiling during the work.

Mrs G would've had a choice whether to have the asbestos removed to allow for an engineer to return and repair the leak once a test had been carried out. I understand Mrs G's frustration at having the unexpected expense of the asbestos removal. But this isn't something I can reasonably hold British Gas accountable for, given I think its suggestion of looking at the pipework in that area was fair.

Once the asbestos had been removed, and a repair completed, the information provided to me shows British Gas repaired some leaking pipeline in that area. I can see Mrs G disagreed that the first leak was repaired by removing and replacing a piece of waste pipe. But as I've seen no reason to doubt the leak wasn't repaired in the way the engineer described within the job notes provided by British Gas. I'm not persuaded the first repair wasn't carried out in the way it was recorded by the engineer.

Overall, I'm satisfied it's unlikely the actions of the engineer led to any unnecessary repairs. And I don't think the engineer's recommendation for an asbestos test to be carried out was unreasonable in the circumstances.

Mrs G thinks the fact there was a second leak proves that the first was misdiagnosed. And I can understand why she would think this. The two leaks happened in the same place. And the second engineer said the second leak had developed over some time – but he didn't give an idea of how long a period.

I've considered the engineer's report raised for the second repair in April 2019. I can see the engineer raised the issue with British Gas as he believed the leak was coming from the pump - meaning the repair would require a heating engineer.

The second engineer fixed the leak without disturbing her ceiling, so Mrs G thinks the first leak could've been fixed that way too – so the work to her ceiling wasn't necessary.

But there was no problem for a year after the first leak was fixed. And given what I've said above – that I'm satisfied British Gas did carry out necessary repair work in 2018, I don't think evidence of a second leak – fixed in a different way – shows a first, separate, leak didn't need repairing. So, I don't think British Gas did anything wrong.

The terms and conditions of Mrs G's Home Care policy say that British Gas is only responsible for damage to her property if they cause it. Mrs G wants them to cover the costs of removing the asbestos and making good afterwards. But that wasn't "damage" – that was work the engineer deemed necessary to ensure a safe working environment – and a safe home for Mrs G. I've not seen anything that's led me to conclude that work was unnecessary. So, I can't say it should be classed as damage – and therefore covered by the policy.

I know Mrs G will be disappointed with my decision, but for the reasons I've explained, I'm satisfied British Gas insurance Limited handled Mrs G's claims in a fair and reasonable manner.

My final decision

For the reasons I've explained, I'm not upholding Mrs G's complaint. And I don't require British Gas Insurance Limited to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 3 August 2020.

Sarah Watts
Ombudsman