

The complaint

Mr H is unhappy with British Gas Insurance Limited (British Gas) as it declined to pay for all the repairs he claimed for under his home emergency policy.

Reference to British Gas includes agents acting on its behalf.

What happened

Mr H holds a Home Care policy with British Gas that provides for repairs to be made to his plumbing, such as leaking hot and cold water pipes. In October 2018 an engineer acting on behalf of British Gas fitted two new taps in Mr H's bath. Mr H contacted British Gas in December 2018 to say water was leaking from the bath taps and damaging the ceiling below. An engineer came to refit the taps soon afterwards. British Gas said it wanted to wait for the ceiling to dry before making any further repairs. When British Gas visited the property a couple of months later Mr H wasn't happy with the service it provided. He disputed their assessment of the damage and he wasn't happy with the comments made by one of the engineers. British Gas said the ceiling boards were sound and it was only a portion of the artex that needed to be patched and repainted. Mr H thought the ceiling boards needed to be replaced. He'd lost confidence in British Gas and asked it to pay £245 for a third party (company B) to carry out the repairs. British Gas didn't accept the full repairs suggested by company B were necessary but offered to pay £150 as a gesture of goodwill. Mr H wasn't happy with that and brought his complaint to this service.

During our investigation Mr H instructed an independent surveyor to look at the damage. The surveyor said the plasterboard needed replacing. Mr H also obtained a second, higher, quote from company B to carry out the work suggested by the surveyor. Our investigator was more persuaded by the surveyor's report than the inspection carried out by British Gas and thought it should therefore pay for the damage to be repaired. She thought British Gas should pay £90 for the cost of the independent survey, £545 for the cost of the repairs, as quoted by company B, and £350 for the trouble and upset caused.

British Gas didn't agree with the investigator's conclusions. It said there was a long gap between the leak and when Mr H received a quote from company B in March 2020. It said the damage will have got worse in that time and the cost to repair it will therefore have increased. It noted that company B originally quoted £245 for the repair and said it didn't think all the work in the second quote was covered under Mr H's Home Care policy. It offered to pay £245, in addition to the £150 already sent.

Mr H didn't accept British Gas's revised offer and the complaint has been passed to me to make a final 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.

Where evidence is incomplete, inconsistent or contradictory (as some of it is in this complaint), I reach my decision on the balance of probabilities – in other words, what I

consider most likely to have happened in light of the available evidence and wider circumstances.

British Gas accept the bath taps were fitted incorrectly and caused the water leak. The dispute is about the scale of the damage caused by that leak and what needs to be done to repair the damage. British Gas hasn't provided a detailed report of the inspection and the only photographs I have seen were taken by Mr H in December 2018 and by the independent surveyor in his report of January 2020. So, I've relied on the emails British Gas sent to Mr H in January and February 2019, particularly the email where it reported on its inspection of the damage. In that email British Gas confirmed that the bath didn't have any leaks that could cause any further damage. It thought it could repair the damage by replacing a portion of the artex and repainting the ceiling. And it said the integrity of ceiling boards hadn't been reduced by the leak and were in a sound state.

Mr H thought more needed to be done to repair the damage and he provided information about plasterboard and its integrity when it's damaged by water. He also commissioned a report by a damp specialist. The surveyor inspected the damage in January 2020 and in his report he says there is clear evidence that there's been a water leak from the bath taps on the first floor as the timbers beneath the taps are water stained. He says the water has entered the void beneath the bathroom floor and followed the path of least resistance, finding its way down the ceiling to the staircase and exiting the ceiling at the base of the staircase. The surveyor said the affected plasterboard is displaying high moisture readings. He said it's soft and brittle due to contact with moisture and needs to be replaced.

Having reviewed all of the evidence available to me, I'm persuaded more by the findings of the independent surveyor than the inspection by British Gas. The damp report is more detailed than the report British Gas gave Mr H in February 2019 and it provides photographic evidence of the damage caused. British Gas didn't think the integrity of the plasterboards had been reduced by the leak while the independent surveyor thought they needed replacing. I don't know how British Gas reached their conclusions but it's clear from the damp report that the surveyor took moisture readings and tested the plasterboards to see if they were soft and brittle. On balance, I'm satisfied the plasterboards do need replacing.

Mr H's Home Care policy covers him for repairs to the plumbing system on his property, including the hot and cold water pipes. I'm satisfied the initial work on Mr H's taps was carried out under this policy. The terms and conditions of Mr H's policy also sets out what it doesn't cover and includes the following:

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.

In this instance, I'm satisfied that the damage to Mr H's property was caused by the poor repair of the taps in October 2018 and that British Gas is therefore responsible for repairing that damage.

Putting things right

I've seen company B's quote to repair the damage and I can see it's more than they originally quoted. British Gas believes that's because the damage has got worse since the leak. Mr H says it's because the original quote didn't cover the full extent of repairs identified by the independent surveyor. I recognise the survey was just over a year after Mr H noticed the leak. But Mr H says there were no further leaks from the taps after they were repaired in December 2018 and I have no reason to doubt that. And British Gas was satisfied in February 2019 that the leak had been fixed. I can also see that the photographs Mr H took in

December 2018 are similar to the surveyor's photographs taken in January 2020, so I'm satisfied the damage hasn't got any worse over that time. I'm also satisfied the second quote by the third party covers the extent of the repairs identified by the independent surveyor and I think British Gas should therefore pay for that work to be done.

Mr H paid £90 for the independent damp survey and, in the particular circumstances of this complaint, I think it's fair and reasonable to ask British Gas to reimburse Mr H for that cost.

Our investigator also thought British Gas should pay Mr H £350 for the trouble and upset caused by its poor service. The water leak was caused by poor workmanship by British Gas. Had it fitted the bath taps correctly, there wouldn't have been any damage to repair. The evidence also suggests that had it carried out a more thorough inspection of the damage, Mr H wouldn't have had cause to complain and wouldn't have needed to commission his own inspection report.

Mr H has also raised a number of other issues about the service provided by British Gas, including comments made by one of its contractors when visiting the property and unnecessarily lengthy telephone calls. The evidence shows that Mr H suffered a significant amount of inconvenience and distress because of the poor service provided by British Gas. And, in light of that, I think £350, alongside the cost of the repairs and the damp report, would be a fair and reasonable way of resolving this complaint.

British Gas said it's already given Mr H £150. But he says he never received it, and British Gas has told us the cheque hasn't been cashed. So, I've taken no account of that amount in my recommendations below and British Gas can cancel that cheque.

My final decision

For the reasons I've given, my final decision is that I uphold this complaint and direct British Gas Insurance Limited to pay Mr H the following:

- £90 to reimburse him for the cost of the damp report
- £545 to pay for a third party to repair the damage caused by the leak from the taps
- £350 for the trouble and upset caused by its poor service

British Gas Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr H accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 27 August 2020.

Richard Walker
Ombudsman