

## The complaint

Mrs B complains that British Gas Insurance Limited is responsible for poor service in connection with a home emergency insurance policy.

## What happened

Where I refer to British Gas, I refer to the insurance company of that name and I include other companies and individuals insofar as I hold that insurance company responsible for their actions.

Mrs B or her daughter owned a property that was let to tenants. Mrs B had a British Gas policy that covered central heating and plumbing and drainage and home electrics.

Mrs B called for help with a leak of water. British Gas made visits but didn't fix a leak. Mrs B complained that British Gas should've fixed a leak. She says British Gas was responsible for increased water damage and an increased cost of getting someone else to fix the leak. She says British Gas should reimburse her.

British Gas sent a final response dated 8 July 2019. Mrs B brought her complaint to us in August 2019.

Our investigator didn't recommend that the complaint should be upheld. She didn't think that the leak was caused by something covered under the policy.

Mrs B disagreed with the investigator's opinion. She asked for an ombudsman to review the complaint. She says, in summary, that:

- British Gas did no test for the leak
- She was given reassurance that there was no problem in her flat.

That lack of care cost her a lot of stress, time and money.

## 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.

The policy terms excluded repairs to seals and grouting. They also excluded water damage unless British Gas caused it.

From the photographs, I've seen a bath with a mixer tap and a hose for a shower.

After Mrs B called for help, British Gas visited on 30 January 2019. The British Gas records say that it advised Mrs B about the seals. From this I find it likely that British Gas told Mrs B the seals between the bath and the tiling needed attention - but that wasn't covered by the policy.

From some of the photographs, I find that there was an obvious problem with the grouting and sealant.

By early May 2019, water from the bathroom was leaking onto the ceiling below. British Gas visited on 7 May 2019. Its records say that poor grouting and sealant was causing the leak to downstairs.

British Gas visited again on 21 May 2019. Its records say it tightened the shower lead and noted that the tiles and seals needed renewing.

British Gas visited again on 29 May 2019. Its records say that Mrs B asked only for photographs to be taken.

Some of the photographs show re-tiling and re-grouting. Mrs B says that she paid someone to do that work but she hasn't provided any invoice.

From its records and the photographs, I find that from January 2019 British Gas correctly identified poor seals around the bath and correctly told Mrs B her policy didn't cover putting this right. British Gas didn't cause the escape of water.

Therefore I don't find it fair and reasonable to direct British Gas to reimburse Mrs B what she says she paid the third party – or to do anything further in response to this complaint.

### **My final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct British Gas Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 1 September 2020.

Christopher Gilbert  
**Ombudsman**