

The complaint

Mrs M 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 its plumbing and drainage company and others insofar as I hold that insurance company responsible for their actions.

Mrs M had a property that she let to a tenant. For that property, Mrs M had a British Gas home care agreement. We categorise that as a home emergency policy, although it isn't just for emergencies.

In July 2019 Mrs M complained to British Gas that its failure to identify and fix a leak from the bathroom toilet had caused the partial collapse of the kitchen ceiling below.

British Gas sent a final response dated 12 September 2019 turning down the complaint. Unhappy with that, Mrs M brought her complaint to us in late December 2019.

Our investigator didn't recommend that the complaint should be upheld. The investigator didn't think that it was fair to hold British Gas responsible for the damage to the ceiling.

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

- She and her tenant relied on British Gas to locate and remedy the leak.
- The leak was from the toilet into the area of ceiling below it.
- British Gas wrongly said the leak was from the shower over the bath.
- The floor under the bath was dry.
- The stain on the ceiling got progressively worse.
- In July 2019 British Gas eventually correctly located the source of the leak and fixed the leaking toilet. It should've done so sooner. When it did, the leak stopped.
- The ceiling collapsed because the leak had been left for 3 or 4 months.

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.

From what Mrs M and British Gas each say, the policy included cover for plumbing and drainage. I don't know of any British Gas policy that says it covers re-tiling or re-grouting of bathroom tiles.

The British Gas policy terms include the following terms:

“Authority to carry out work

*If you're not at the **property** when our engineer visits, you must make sure that there is somebody else present who can give instructions to our engineer on your behalf”*

and

“Tenants or letting agents arranging visits

Your tenants or your letting agents can call us directly to arrange any engineer's visit.”

So if the landlord isn't present, I don't find it unreasonable for British Gas to deal with a tenant instead.

The policy terms also included the following:

“We won't be responsible for **repairing** any pre-existing damage, nor will we **replace** or restore the original surface or coverings, for example, tiles, floor coverings, decoration...”

So I find it likely that if there was boxing which was covering up pipes, British Gas would – before removing it – seek agreement that it could proceed on the basis that it wouldn't put the boxing back exactly as before.

The policy terms also included 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.”

So I don't consider that British Gas was responsible for water damage unless it caused such damage.

I find it possible that there may be more than one leak in a bathroom.

From its records, I see that on visits between 28 March 2019 and 26 June 2019 British Gas noted loose and poorly-grouted tiles on the wall around the bath. It advised the tenant not to use the shower over the bath. British Gas didn't fix the tiling. But the policy didn't cover that.

British Gas didn't cause the water damage. Mrs M's complaint is that British Gas failed to minimise water damage that had already started.

Mrs M and British Gas each say that on 9 July 2019 it removed the boxing around the toilet to investigate a leak. British Gas says it changed a washer. So at that stage, attention had focused on the toilet. British Gas had presumably got agreement to remove the boxing.

From the photographs I've seen, I find that there was evidence of wetness on the floor under the bath.

Mrs M hasn't shown where the toilet was located. And I've seen photographs not only of staining of the ceiling of the kitchen but also of the ceiling of a narrower downstairs room. There's evidence that – after British Gas fixed the toilet - there was at least one further leak which British Gas again said was coming from the shower.

So I find it likely that between March and July 2019 water had been leaking into the kitchen ceiling from the tiling over the bath - which British Gas didn't cover and Mrs M didn't get fixed.

There's not enough evidence that the toilet was leaking until shortly before the ceiling came down in July 2019.

In any event, Mrs M hasn't shown us invoices or proof of payment for the repair and redecoration of the kitchen ceiling.

For all these reasons, I don't find it fair and reasonable to direct British Gas to compensate Mrs M for the damage to the kitchen ceiling.

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 M to accept or reject my decision before 10 February 2021.

Christopher Gilbert
Ombudsman