

The complaint

Ms F complains about the poor level of workmanship following a claim under a home emergency policy with British Gas Insurance Limited (BG).

What happened

In April 2018 Ms F contacted BG as she had a leak under her bath. It sent an engineer who replaced the bath waste and piping. Around 10 months later Ms F discovered that there was another leak under the bath that caused damage to her ceiling and the floor under the bath. and contacted BG. It sent a second engineer, who Ms F said told her that the cause of the leak was the poorly fitted waste and pipework from the previous repair.

Ms F contacted BG for it to investigate the cause of the leak. She said that it took several phone calls before an engineer was sent. Following this, BG said that the leak was caused by corroded shower seals and as such, it wouldn't be liable for the damage caused to Ms F's property. Ms F didn't agree with this assessment, as she had been told that the cause was due to the poor workmanship. So, she referred her complaint to our service.

One of our investigators considered the complaint and thought it should be upheld. He said that BG hadn't provided enough evidence to show that the leak was as a result of corroded shower seals. Also, the second engineer replaced the same parts as the first engineer which would suggest that the leak was from the faulty repair. He recommended that BG reimburse or pay for the damaged floor. As well as pay £150 compensation for the trouble and upset caused.

Ms F accepted the view, BG did not. It provided photos and a video that showed that there was movement of the bath and poor sealant and this was the reason for the leak not poor workmanship. So, it asked for a decision from an ombudsman.

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.

Having done so, I will be upholding this complaint. I hope my findings go some way in explaining why I've reached this decision.

Ms F held a home emergency policy with BG and in April 2018 she contacted BG as she had discovered a leak. The engineer it sent commented that the shower seals were corroded and noted that this wasn't covered by the policy. However, in the notes it indicated that the bath waste was replaced. I have had a thought about what this means. I think that it would've been more likely than not, that had the engineer found the shower seals were leaking, then it would've been reasonable for him to have stated this. But he did not.

What was mentioned was that he replaced the bath waste as in his opinion this was where the leak was coming from. BG provided photos and a video which it said showed a poorly maintained bath and that there was a huge gap between the bath and tiles that wasn't sealed. It maintained that as there was significant evidence of other issues that would cause leakages, it wasn't fair for BG to be held accountable.

I have reviewed the photos and the video. Whilst I accept that the sealant around the bath and tiles had failed, I haven't seen any contemporaneous notes in which the engineer indicated that this was a cause of the leak. Also, the date of the photos and video appear to be around 18 months after the leak. BG were asked to provide evidence from the second engineer's visit that could support its contention that the leak was possibly caused by the movement of the bath and the failed sealant. This wasn't provided.

Ms F reported another leak around 10 months after the first. She said that the BG engineer who attended told her that the cause of the leak was the faulty repair from the first visit. He then replaced the same parts as the first engineer.

BG has not provided any evidence to show that either the second engineer found the leak to be coming from the poor sealant and moving bath or that it was coming from the corroded seals (Ms F doesn't dispute that the shower seals were corroded). In addition, the parts changed by the second engineer were the same as the first replaced parts. So, taking all of this into consideration, I don't think BG has provided enough evidence to rule out that the leak didn't originate from the faulty repair carried out by the first engineer.

Putting things right

To put matters right, BG should cover the full cost of the damaged floor/ceiling, as Ms F has yet to have it repaired.

Finally, given that this whole experience would've caused a level of distress and inconvenience and Ms F had to repeatedly chase BG for updates, I think it's fair that BG ought to pay £150 compensation for the trouble this caused.

My final decision

For the reasons given, I uphold this complaint.

British Gas Insurance Limited should cover the full cost of the damaged floor/ceiling.

British Gas Insurance Limited should also pay £150 compensation for the trouble and upset caused.

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

If British Gas Insurance Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Ms F how much it's taken off. It should also give Ms F a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms F to accept or reject my decision before 21 October 2021.

Ayisha Savage
Ombudsman