

## **The complaint**

Mrs M complains that British Gas Insurance Ltd's engineer misdiagnosed the cause of a leak, when she made a claim under her home emergency policy.

## **What happened**

Mrs M made a claim under her policy to British Gas when she noticed a leak had discoloured her ceiling. The company sent a plumber to visit in February 2021. He investigated the leak, which originated from an en-suite shower. He found the shower tray required re-sealing and the shower cubicle door was also allowing water to escape.

Mrs M paid for a plumber to carry out work to reseal the shower tray and replace the door at a cost of £945.90. This is because the work was not covered under her policy with British Gas. However, shortly after the work was carried out, a leak was again noticed in the same place. Mrs M contacted British Gas again.

Another plumber was sent to investigate in March 2021. He found there was a hairline crack in the shower tray. This was allowing water to penetrate through and meant the tray needed replacing.

Mrs M says she paid for work that was unnecessary because of the misdiagnosis made by the first plumber. She asked for the cost of this work to be reimbursed.

British Gas says none of the work required is covered by Mrs M's policy. It also says there is no evidence that the hairline crack was present in February when its first plumber attended. It says this could have happened afterwards or when work was carried out by Mrs M's plumber. However, it paid £50 to Mrs M in compensation by way of an apology for any inconvenience she had been caused.

One of our investigators looked into the matter. She decided not to uphold the complaint. She thought the plumber's diagnosis was reasonable that the cause of the leak was the poor condition of the shower tray sealant and the cubicle door. She said the crack in the shower tray was not visible in the photo the plumber had taken. The investigator also noted the plumber Mrs M employed hadn't noticed a crack either.

Mrs M disagreed with this outcome and asked for an ombudsman to review her complaint. This has been passed 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.

Having done so I have decided not to uphold Mrs M's complaint. I appreciate this is not the response she wanted, but I will explain why I think this is fair.

The first plumber who investigated the leak took a photo of the shower tray. This was in the en-suite bathroom immediately above where the leak was found. I have reviewed this image

but I'm unable to identify a crack around the plug hole, as Mrs M's described in her complaint, or elsewhere in the tray.

The crack was described as "*hairline*" by the second British Gas plumber who visited in March. I accept this could mean it wouldn't be visible from the photo. However, it's also true to say a crack wasn't noticed by the plumber who first attended in February, or the plumber Mrs M employed.

Mrs M's plumber carried out work to replace the sealant around the shower tray and replace the cubicle door. This will have involved the plumber being at close quarters to the shower tray. I think it's reasonable to expect this plumber would stand a good chance of noticing a crack when this work was carried out. However, it wasn't, or certainly wasn't brought to Mrs M's attention.

British Gas says its engineer tested the shower waste pipe and didn't find any leaks. But when testing the silicone seals and shower door, both areas leaked. The photo taken by the plumber in February shows the sealant in and around the shower tray. This was clearly in a poor condition.

Based on this, the diagnosis that the seals and cubicle were the cause of the leak seems reasonable. Particularly as there is no evidence a crack existed at this time.

The company confirms the plumber who attended in March said the shower tray wasn't supported correctly, which had caused a crack in the tray. Advice was given to Mrs M not to use the shower until it was replaced.

I note British Gas's view that the crack could have happened later, perhaps when the work was carried out by Mrs M's plumber. This is a possibility.

In my view the fact that two plumbers, one sent by British Gas and the other employed by Mrs M, didn't notice a crack, despite the latter spending some time working in and around the shower cubicle, suggests that no crack was visible at this time.

I can sympathise with Mrs M that she needs to pay for further work to be carried out. This must be frustrating and clearly inconvenient. However, the terms of the policy don't cover this work and I think British Gas' explanation of its first plumber's diagnosis is reasonable.

I note British Gas says its plumber could have provided a quote to complete work outside of its policy cover. It provided £50 to apologise that this didn't happen and for any inconvenience caused. I think this was reasonable in the circumstances.

In considering all this, I don't think British Gas acted unfairly when diagnosing the cause of the leak as it did and in relying on the terms of the policy when handling the claim. So, I can't reasonably ask it to do anything more to resolve this complaint.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 1 November 2021.

Mike Waldron  
**Ombudsman**