

The complaint

Mr P complains that British Gas Insurance Limited is responsible for poor service in connection with a claim on his 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 its actions.

Mr P held a HomeCare policy with British Gas which renewed on 29 October 2020.

In July 2021 Mr P noticed water coming down his kitchen wall and contacted British Gas. It sent out an engineer who checked the bathroom above. The engineer thought the leak was coming from poor sealant around the bath and shower and they advised Mr P not to use the bath/shower until this had been replaced.

Mr P had the sealant replaced but because the leak continued he called British Gas again. A further engineer attended but they also felt the issue was with the sealant and that it hadn't been applied correctly.

As the leak continued another engineer attended on 24 July 2021 and located a leak to the bath waste pipe – they repaired the issue and the leak stopped.

Mr P complained to British Gas that its failure to identify the leak sooner had caused damage to his property.

British Gas issued its final response but didn't think it had caused the damage. It did offer Mr P £100 compensation for the multiple visits. Unhappy with that, Mr P brought his complaint to us.

Our investigator didn't recommend the complaint should be upheld. The investigator didn't think it was fair to hold British Gas responsible for the damage caused to Mr P's property.

Mr P disagreed with the investigators opinion and he asked for an ombudsman to review the complaint. He says

- British Gas failed to trace the leak sooner which caused the damage to the property
- The problem wasn't already there, and nothing needed to be fixed prior to the first visit

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 British Gas policy terms 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 British Gas excluded responsibility for water leaks unless they were caused by British Gas.

From its records, I see that on the first couple of visits British Gas noted poor sealant and some cracked tiles around the bath. It advised Mr P not to use the bath or shower. British Gas didn’t fix the sealant or tiles. But the policy didn’t cover that.

British Gas didn’t cause the water damage. Mr P’s complaint is that British Gas failed to minimise water damage that had already started.

British Gas told us that the issue wasn’t misdiagnosed but it was in the process of eliminating potential contributing factors. I don’t think this is unreasonable and I find it possible that there may have been more than one leak in the bathroom.

So while it may have been desirable for all the issues to be diagnosed on the first visit I can see from the records that British Gas did carry out checks to try and find out the cause of the issue and eventually felt at that visit it was more likely to be the sealant around the bath and shower.

From the photographs I’ve seen, it’s clear that there was already significant damage to the downstairs wall with the wallpaper bubbling around the light switch prior to British Gas attending Mr P’s property. Mr P has provided us further photos of the opposite side of the wall and I appreciate these also show considerable water damage, but I can’t be certain that this damage wasn’t already in the process of occurring and if over time this would have penetrated through in any event.

I’ve also noted that Mr P had contacted British Gas after the second visit as he’d remained unhappy with the diagnosis. He’s told us British Gas said it would send a further engineer when available. But I note despite being concerned about the leak continuing the bath was still used which resulted in the further downpour of water from the bathroom. As Mr P was still concerned about the leak, in the circumstances I would have expected him to avoid using the bath or shower until the engineer arrived to avoid any further damage to his property.

As British Gas didn’t cause the leak, I can’t hold it responsible for any consequential loss. It may be that some of the damage worsened due to the time it took for British Gas to finally locate the full extent of the leak but as I’ve mentioned there was already considerable damage caused prior to British Gas attending.

British Gas have offered Mr P £100 in compensation for the delay and I think this is fair. And as it’s likely Mr P would have had to pay his excess in any event considering the damage that had already started, I don’t think it would be fair of me to ask British Gas to pay his excess on his home insurance policy too.

I recognise the experience would have been frustrating for Mr P. But I think the amount offered by British Gas is fair and in line with amounts awarded by this service for similar cases.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 8 April 2022.

Jag Dhuphar
Ombudsman