

The complaint

Miss M complains that British Gas Insurance Limited (“British Gas”) caused damage to her property while carrying out a repair under her home emergency insurance.

What happened

Miss M says an engineer from British Gas attended her property in 2020 to carry out repairs to the taps in her bathroom. She says after the work was completed she noticed a leak coming through her kitchen ceiling – which is directly below her bathroom. Miss M reported this to British Gas who arranged for another engineer to attend and she says this engineer told her the leak was down to the previous repair not being done properly. So, she complained to British Gas.

British Gas responded and explained their records show one of their engineer’s attended Miss M’s property in June 2019. They said this booking was for the bathroom taps to be replaced but only the hot water tap was replaced. They said there were no other visits until they were called out in April 2021 due to a leak which was causing damage to Miss M’s property. They said the engineer, during this visit, found the leak was coming from a loose hot water tap which he tightened and resealed. British Gas said they’ve reviewed the matter but couldn’t find any evidence their engineer was negligent when he installed the hot water tap in 2019. British Gas said, if they had fitted the tap within the 12 months before it started leaking then they might’ve accepted fault, but it was installed 22 months prior to this. British Gas said with the time that had passed it is not uncommon for taps or pipes to loosen through usage or even with the vibration of the water going through the tap or pipe.

Our investigator looked into things for Miss M. He thought British Gas hadn’t made any errors during their visit in 2019 but felt they didn’t fully resolve the issue for Miss M during their first visit in 2021. So, he recommended they pay compensation of £75. British Gas agreed but Miss M disagreed so the matter has come to me for a decision.

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’ve decided to uphold the complaint. And, I think the investigator’s recommendation is a fair way to resolve matters. I understand Miss M will be disappointed by this but I’ll explain why I have made this decision.

System notes provided by British Gas show an engineer attended Miss M’s property in June 2019. Their notes say the engineer replaced the hot water tap but the cold-water tap had seized and couldn’t be replaced without cracking the bath which Miss M didn’t want. The notes say the only way to replace the cold-water tap was to replace the bath. The notes show the next visit was in April 2021 when Miss M reported stains on her kitchen ceiling. The notes say the engineer investigated the leak by removing a bath panel and noticed a leak coming from the loose hot water tap. The engineer tightened and resealed this. The notes

show there was a further visit about two weeks later as there was still an issue. The issue was then resolved following this last visit.

I note Miss M feels the issue with the leak and the resulting damage to her kitchen ceiling is down to poor repairs carried out by the engineer in 2019. Given that the first visit in 2021 identified the hot water tap was loose, I understand why Miss M feels there is a link between the repair to the hot water tap in 2019 and the leak she noticed in 2021. But, I'm not persuaded this suggests the work carried out in 2019 wasn't done properly. I say this for two reasons. Firstly, the engineer who visited in 2021 doesn't comment on there being any issue or problem with the quality of work carried out in 2019. And, I've seen no independent evidence that the cause of the leak was down to the work in 2019 not being carried out properly.

Secondly, there's a period of 22 months between the repairs being carried out in 2019 and Miss M noticing the leak. I believe it's more likely than not, had there been any issues with the quality of the work carried out in 2019 – and which would lead to a leak – then the leak would've appeared shortly after the work was carried out in 2019. I can't speculate and say when precisely the issue would've become apparent, but I can say I don't believe the issue would only have become apparent after 22 months. I note Miss M believes the first engineer visit was in 2020 during lockdown. But, I've seen no evidence of there being any attendance by an engineer in 2020. And, given that Miss M's account of what happened during the visit she recalls as being in 2020 is similar to British Gas' notes of the first visit, I believe this is the visit which occurred in 2019. So, I don't uphold this part of the complaint.

The notes show that, following the first visit in 2021, a further visit was required to resolve the issue. I can see British Gas have accepted our investigator's view that there has been an error in that British Gas didn't resolve the issue during the first visit in 2021. I can see Miss M has provided a quote from a builder for repair works to the kitchen ceiling. I can't hold British Gas responsible for this as it's clear the damage was first noticed, and occurred, prior to the first visit in 2021. I can't say how much, if any, damage was caused by leaking following the first visit in 2021. But, given that the issue was first noticed by Miss M prior to this first visit, I can't say this caused the leak as this was already present and responsible for the damage Miss M noticed.

So, I think British Gas should compensate Miss M for the upset and inconvenience caused when she noticed the issue still hadn't been fully resolved and having to call British Gas for another engineer to attend. This further visit did resolve the issue. Given the period of time over which the issue continued after the first visit in 2021 and the second visit resolving the issue, I think compensation of £75 is fair and reasonable in the circumstances.

Putting things right

I've taken the view that British Gas made an error by not resolving the issue for Miss M during their first visit in 2021. So, they should pay Miss M compensation of £75 for the upset and inconvenience caused.

My final decision

My final decision is that I uphold the complaint. British Gas Insurance Limited must pay Miss M compensation of £75.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 19 April 2022.

Paviter Dhaddy
Ombudsman