

The complaint

Mrs V complains about British Gas Insurance Limited (BG) handling of her claim under her home emergency policy.

What happened

Mrs V had a leak at her home and contacted BG. It sent an engineer who noticed that there was extensive damage to the ceiling and that the insulation was sodden with water. The engineer took photos of the damage which BG said was existing damage. The engineer repaired the leak.

Mrs V believed that the repairs that the engineer carried out were not done correctly and this meant that the leak persisted. A few days later, Mrs V contacted BG again to report that her ceiling had fallen in due to the work that the engineer had done. It sent another engineer and Mrs V complained to him that BG should repair the ceiling. She believed that because BG had been to her home a few times, over a period of a few weeks, it hadn't properly repaired the leak, which then led to the ceiling collapsing.

BG wouldn't repair the ceiling. It said that when the first engineer attended, he found that there was existing damage from a previous leak. So, the ceiling collapsing was consequential damage. Mrs V had to get the ceiling repaired at a cost of £1,140 and asked BG to reimburse her. But it declined, as it felt it wasn't to blame of the ceiling collapsing.

Mrs V complained to BG. In its final response, BG maintained its position, that it wasn't at fault for the ceiling collapsing. It said that the ceiling had collapsed prior to its engineer attending. And as the damage was pre-existing, Mrs V's policy provided no cover for BG to repair it. Mrs V was given her referral rights and referred a complaint to our service.

One of our investigators considered the complaint and didn't think it should be upheld. His view was that the damage to the ceiling was pre-existing as it had been damaged before BG attended to repair the leak. BG did repair the leak, but due to the escape of water that had happened before, which soaked the insulation, this in turn caused the ceiling to collapse. He didn't agree that it was BG who hadn't properly repaired the leak. Further, as the policy terms and conditions stated that BG wouldn't be responsible for any pre-existing damage, he concluded that BG wasn't responsible for repairing the ceiling.

BG accepted the view, Mrs V did not. She raised several points. She said that the facts outlined by BG were not accurate and essentially her complaint was that BG had failed to properly repair the leak. Had it done so the ceiling would not have collapsed. Mrs V said that she had to have the ceiling repaired privately at a cost of £1,140 and she wanted BG to reimburse her the cost. So, she which 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 won't uphold this complaint. I understand that this is likely to be a disappointment for Mrs V, but I hope my findings go some way in explaining why I've reached this decision.

I note that Mrs V has made a few detailed points, which I have read and considered. I hope the fact that I don't respond in similar detail here won't be taken as a discourtesy. As an informal dispute resolution service, we are tasked with reaching a fair and reasonable conclusion with the minimum of formality. In doing so, it isn't necessary for me to respond to every point made, but to concentrate on the crux of the issue.

I think that the main issue in this complaint is whether BG failed to repair the leak at the first visit in June 2021. And whether BG ought to have repaired the ceiling when it noticed that it was damaged.

Mrs V contacted BG when she found a leak in her home. BG sent an engineer. Mrs V contends that the engineer failed to properly repair the leak and because of this failure, the leak continued which then resulted in the ceiling collapsing. BG said that the engineer who attended fully repaired the leak. Found that there was damage already caused to the ceiling due to the leak and took photographs of the damaged ceiling.

I have looked at the policy terms and conditions to see what BG was responsible for. The relevant section of the policy documents relates to the plumbing section. The policy permits *'Up to £1,000, including VAT, for getting **access and making good for each repair**'*. I asked BG to provide an explanation as to what this term meant. It said that as it didn't cause the damage, as the water leak had already occurred, and damage was therefore pre-existing. Consequently, BG said that it wouldn't be responsible for repairing the damage.

I have been provided with some photographs that were date stamped and showed that when the BG engineer attended, there was already damage caused to the ceiling by way of cracks and holes. I note that Mrs V accepted that there was damage to her ceiling. Accordingly, I can't agree that BG were responsible for the damage caused to the ceiling, nor was it responsible to repair the ceiling as the damage had already been caused prior to its attendance.

I have next considered Mrs V's complaint that BG failed to properly repair the leak, as there was still water escaping following the initial visit. As we are not experts in this area, we would look at the reports from those considered to be experts. Mrs V was asked whether she wanted to provide me with any further evidence, either from a loss adjuster or from an expert that supported her opinion that the leak hadn't been properly repaired. She said she was unable to provide any form of expert report, which means that the only expert evidence before me is from BG.

On 2 July 2021, Mrs V contacted BG to report that she was experiencing reduced water pressure. BG sent two engineers to investigate. The first engineer found a leak and replaced a leaking isolation valve. But this didn't fix the leak. The second engineer who attended later replaced pipework leading up to the valve.

Mrs V said that it was this extra escape of water (due to the failure of BG properly repairing the leak initially) that caused further damage and ultimately caused the ceiling to collapse. I asked BG how it could be certain that extra damage wasn't caused to the ceiling as there were leaks that had persisted for a few days, before all the leaks were completely repaired.

It said that the pictures taken by its engineer at the initial visit, clearly show multiple holes and cracks in the ceiling. It also showed that there had been a lot of water damage, which would have required the whole ceiling to be replaced.

It further said that there were also photos of the insulation which was very damp, and this would've continued to cause further damage to the roof, without any more leaks. If the leak had been fully repaired in the first instance, the ceiling may not have collapsed. But it would certainly have needed replacing as it had been structurally compromised.

It further explained that the repairs needed after the ceiling collapsed, would have been the same as those needed before it had attended. And it wouldn't expect its engineers to have carried out any remedial work under the policy, irrespective of the additional days of the water escaping. This was because it already knew that the damage had been done, to the extent that a repair was needed.

I have considered the photographic evidence and I can see that there was extensive damage caused to the ceiling. Also, that the insulation appeared to be soaked with water. So, I'm persuaded that it was more likely than not, that the damage that had been done before BG attended would've meant that a repair was needed and was likely to have been the same repair (that is the replacement of the ceiling) that Mrs V ultimately carried out. And as the damage was pre-existing, I can't agree that BG would've been responsible to repair it.

Moreover, BG attended on 6 July and checked for any further leaks but found none, so I can't agree that BG didn't completely repair the leaks. And, I do think that the damage to the ceiling had already been done by its initial visit. So, I can't reasonably ask BG to reimburse Mrs V the cost of the repairs, as I think it wasn't responsible for the damage.

I understand that this is not the outcome that Mrs V would've liked and I do sympathise with the stress that this would have caused. But I'm unable to direct BG to take any further action to resolve this complaint.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs V to accept or reject my decision before 27 June 2022.

Ayisha Savage
Ombudsman