

## **The complaint**

Mr C has complained about the service provided by British Gas Insurance Limited ('British Gas') under his home care policy following a leak.

There were other representatives involved in this complaint on behalf British Gas. For ease of reference however, I will only refer to British Gas in this decision. Both Mr and Mrs C have been involved in this complaint, however as the named policyholder, I refer to Mr C only.

## **What happened**

Mr C noticed a leak causing staining and damp on the utility room ceiling of his home in December 2020. Mr C had a policy in place with British Gas at the relevant time and he reported the leak.

British Gas responded to the incident by testing an area of the ceiling for asbestos and removing part of the ceiling. Various British Gas representatives attended during the following months, and Mr C said that they caused further damage. It was eventually found that the leak had been caused by failed shower seals.

Mr C complained that the damage caused by British Gas hadn't been rectified. He thought that if British Gas had sent an experienced plumber in the first instance, that damage wouldn't have happened. Mr C was dissatisfied with the length of time it took to identify the issue, as well as the level of service. He said that British Gas hadn't always responded to emails or telephone calls. He said the handling of the issue had led to stress and anxiety.

British Gas then made an offer of compensation in the sum of £250 as a goodwill gesture. This was declined by Mr C and a final response letter was issued in March 2022 with an offer of £500 in compensation for service failings, however Mr C didn't think that this covered the damage caused to his home and wasted time and he therefore complained to our service.

Our investigator upheld Mr C's complaint and considered that the compensation offered by British Gas didn't provide a fair and reasonable level of compensation. She considered that £750 would be more appropriate. She identified several delays and didn't think it was reasonable to expect a consumer to have to continually contact a business to get a claim moved on. She said that having a hole in the ceiling, having to repeatedly chase British Gas and having to deal with the uncertainty, caused unnecessary inconvenience and distress.

British Gas accepted our investigator's view however Mr C wanted the level of compensation to be increased further as he thought that the stress, worry, and loss was worthy of this. The matter has now been referred to me to make a final decision in my role as 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.

My role is to decide if British Gas acted unfairly or unreasonably in relation to this complaint. I've concluded that it did, however I consider that British Gas has now responded in a fair and reasonable manner. It's accepted our investigator's view that it should pay compensation of £750 to Mr C to recognise the impact of its errors. I'll explain how I've reached this conclusion.

Firstly, the timeline set out by our investigator is summarised as follows: -

- December 2020. Claim made by Mr C.
- December 2020 British Gas stated asbestos check needed.
- February 2021. Mr C chased.
- February 2021. British Gas appointed representatives.
- Representative attended shortly after.
- March 2021. Mr C chased.
- End March 2021. Further representative attended. Leak not traced.
- End March 2021. Mr C made complaint.
- April 2021. Mr C chased
- April 2021. Further representative attended. Traced leak to toilet.
- Towards end April 2021. Mr C chased.
- End April 2021. Rep removed tiles, unsealed toilet, chipped cistern.
- End April 2021. Mr C complained again. If reasonable cost, tiles would be paid for.
- Beginning May 2021. Appointment cancelled that day.
- Beginning May 2021. Rep said leak was coming from shower seals, not the toilet.
- Mid May 2021. Representative said cause needed proper assessment.
- End May 2021. Representative attended. Found cause of leak. Part re-seal of toilet.
- End May 2021. Problem identified as issue with shower tile grouting for Mr C to fix.
- Mid July 2021. Above work completed.
- July 2021. E-mail exchange. Would mend access hole and pay towards the cistern.
- July 2021. Numerous attempts at contact, Mr C said that British Gas didn't progress.
- October 2021. Customer manager took over the case. Mr C explained complaints.
- End October 2021. Plastering and replacement of damaged toilet scheduled.
- Beginning November 2021. Mr C complained to our service.
- November 2021. Work re-scheduled as Mr C didn't see previous e-mail. Plastering.
- December 2021. Further work but cistern and toilet not fixed.
- Mid December 2021. Problems sourcing cistern and offered specialist repair.
- End December 2021. Mr C wished to consider and re-contact in the new year.
- January 2022. British Gas contacted Mr C to discuss the cistern.
- Mid-January 2022. Mr C accepted repair to cistern and toilet.
- End January 2022. Toilet repaired.
- Mid-February 2022. Cistern confirmed as fixed.

Secondly, as to the policy terms and conditions, British Gas referred to relevant documents which provided: *'In addition to the cost of parts and labour, our insurance products and our non-insurance service and repair warranty products cover up to £1,000 including VAT for getting access and making good.'* The documents also stated that it; *'...won't be responsible for repairing any pre-existing damage, nor will we replace or restore the original surface or coverings, for example, tiles....'* As to what is not covered, this also includes *'Showers and their parts, shower pumps, sanitary ware, spa baths, seals and grouting...'*

It was eventually established that it was failure of shower grouting that was the cause of the leak. British Gas nevertheless recognised its service failings in dealing with this matter. It stated that by December 2021 it had completed the remedial work requested by Mr C, with the exception of the cistern, which they were discussing with him. At this point, they said that

Mr C was happy with the way things were progressing as follows; *'Your colleague was the same man who did the plastering and was great and a credit to your team. We are satisfied with the work that he has done...'* In its final response letter, British Gas accepted that it had caused distress and inconvenience because of the missed appointments and long waiting times.

In its file notes, British Gas explained the efforts made to locate the leak. These included checks carried out in March 2021 to the soil waste, shower trap, pipes, hot and cold feeds, basin trap and pipe toilet cistern and heating pipes however no leak was detected. In a further report in April 2021, British Gas thought the leak was coming from a soil pipe and that access was needed to fix it. Then in May 2021, further tests were carried out and panels on the toilet were removed but no leaks were apparent, however a leak appeared when the shower was run upon the back-wall seals. As soon as water was run over the cracked grouting, water came through the ceiling. British Gas then informed Mr C that the cracked grouting needed to be reinstated by Mr C before it could make good the damage it had caused in locating the problem.

Mr C said he was looking for £5,000 in compensation for distress, anxiety, and the time he'd taken off work. He said that he'd wasted an enormous amount of his time and the incident had made him ill. He said that other issues which caused stress included British Gas taking scrapings from the ceiling in case asbestos was present, which then left dust and mess and if asbestos had been present, would have created a hazard. As to the hole British Gas created in the utility room ceiling, this exposed the boiler and fuse box. This meant that if there was a fire, the ceiling now offered no protection and therefore left his home in a dangerous situation. Mr C said workmen had been in and out of the house, not knowing what they were doing. He considered that the eventual diagnosis should've been reached much earlier and may not have led to the ceiling section being removed. He said that the chip to the toilet wasn't fixed until February 2022.

In summary, Mr C stated that the matter had been ongoing since December 2020 and had been totally mismanaged by British Gas. He was looking to have the ceiling fully repaired, the toilet cistern replaced, the area made good (this has since been resolved) as well as wanting compensation. The process was described as a 'nightmare' of going backwards and forwards, being sent from one person to the next and lack of communication. He described this as an *'absolutely disgraceful service considering we first contacted British Gas in December 2020.'* He considered the initial offer of compensation of £250 to be insulting.

I agree with our investigator's conclusions that British Gas has been responsible for avoidable delays and a poor standard of customer service here. I note that the repairs have finally been carried out, however I don't consider that the offer of compensation of £500 made by British Gas fully recognised the distress and inconvenience experienced by Mr C in this matter. British Gas has however now accepted our investigator's view that this amount should be increased to £750

I note that the claim took over a year to be fully resolved, and whilst some inconvenience can be expected in tracing and resolving leaks in a property, I consider this time-scale to be well in excess of what should reasonably be expected. British Gas recognised its failings however I agree with our investigator that the compensation offered was insufficient. The timeline shows that the initial attempts to establish the cause of the leak weren't methodical or co-ordinated. I see that Mr C needed to chase British Gas on several occasions. The quality of some of the work was poor and damage was caused to the kitchen ceiling and also to the toilet cistern in trying to find the leak. British Gas took a considerable time to repair this damage and to recognise the need for it to compensate Mr C adequately.

I'm satisfied that the level of compensation should be raised to £750 in all the circumstances.

Although £500 was paid to Mr C, I don't think this was enough to reflect his negative experience. I note that Mr C asked for far greater compensation, but I consider that £750 is the appropriate amount to reflect disruption here. I'm satisfied that this sum is an appropriate level of compensation according to our service's guidelines, where considerable distress has been caused and the impact lasts several months.

### **My final decision**

For the reasons given above, I uphold Mr C's complaint and require British Gas Insurance Limited to pay compensation of £250 in addition to the £500 it's already paid to Mr C.

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

Claire Jones  
**Ombudsman**