

The complaint

Mrs K complains that British Gas Insurance Limited (BG) provided poor service when she claimed under her HomeCare policy for a bathroom leak and allowed more damage to occur.

What happened

Mrs K held a home emergency insurance policy with BG. On 8 August 2020 she noticed a leak in her bathroom and called BG and an engineer came and said he'd fixed a leaking pipe. However, Mrs K found water in the kitchen the next day as the bath had leaked again. She said only a loose tap had been fixed and so she called again and two engineers visited on 11 August and said they had fixed the leak, but more water escaped to the kitchen.

Mrs K got another appointment for 29 August, but nobody from BG turned up. BG said there was no response at her address, but Mrs K said the engineer went to the wrong address. Mrs K said the ceiling was continuously leaking and she made another appointment for the next day. The engineer said it was obvious that a pipe had separated and said a spare part was needed and BG would call her when it was available.

When Mrs K didn't hear back from BG she called again and was directed to another firm who said the spare part had been ordered. However, nothing happened until October when she was told that the part was available, but the engineer who attended was unaware of the issue and couldn't fix the problem. She said a further appointment was missed by BG on 20 October. Mrs K complained to BG about the service she had received.

BG responded to Mrs K's complaint by apologising and paying her £110 compensation for her inconvenience and distress. But BG said its engineers hadn't told her the bath was safe to use and the ceiling damage was consequential to the leak and not caused by its engineer, and so wouldn't be covered by BG.

Mrs K said she was advised her ceiling needed to be replaced and she claimed from her home insurer. She said her insurer wanted a damage report from BG, but BG didn't provide it. Mrs K's insurer declined her claim after its surveyor inspected the damage and said it was worsened by escapes of water when the bath plumbing hadn't been repaired. Mrs K said BG had told her on its later inspection that the problem was due to a faulty overflow pipe.

Mrs K said her ceiling remained in a very poor state and the bath has been unusable for several months affecting her family. Mrs K wants compensation for the repairs required, the further damage that has been present for over a year and for her wasted time.

Our investigator recommended the complaint be upheld. He thought Mrs K was incorrectly told her bath was safe to use by BG's engineer in August 2020, leading to significant water damage. He said BG should arrange for repairs and pay her £400 compensation.

BG requested an ombudsman review the complaint. BG said the engineer's notes showed that Mrs K was told not to use the bath on 30 August 2020. The investigator said this was after the damage occurred and a previous engineer's visit when this advice wasn't given. BG thought the recommended compensation of £400 was 'extremely high'.

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.

I have looked carefully at BG's handling and decisions on Mrs K's claim to see if it has acted in accordance with her policy and to see if it has treated her fairly.

The parties disagree as to whether BG's engineer told Mrs K her bath was safe to use after carrying out work in August 2020. This is important because after the initial visit the bath was used and much more water escaped causing widespread ceiling damage in the kitchen below. From the engineer's report of the first visit there's the comment '*Re-sealed overflow on bath*'. There's no reference to the requirement for a part or further repairs and so I think this is consistent with the engineer telling Mrs K that the bath was fixed and therefore safe to use.

Mrs K's family continued to use the bath and further damage occurred. Mrs K re-contacted BG and a further engineer visited on 30 August 2020 and told her not to use the bath as a part was required for the overflow. It seems clear from this that a disconnected pipe was to blame for the leak and this had been missed on the earlier engineer's visit. I think there was already minor damage to the ceiling but then a lot more damage followed on from the initial failure to identify the cause of the leak.

I can see from the engineer's records and what Mrs K has said about the inconvenience for her family in not being able to use the bath for a period of time and some missed and delayed appointments. And she has also had the worry of not knowing if her ceiling would collapse following the water damage.

Putting things right

I haven't seen any evidence from BG to challenge the investigator's findings and outcome to the complaint and I am in agreement with those findings. It follows that I require BG to fully repair the damage to Mrs K's ceiling and pay her £400 compensation for the inconvenience and distress BG's poor handling of her claim has caused her.

My final decision

For the reasons I have given above it is my final decision that the complaint is upheld. I require British Gas Insurance Limited to arrange for the repair of Mrs K's ceiling or pay her the amount required to do the work based on a reasonable estimate. I also require British Gas Insurance Limited to pay Mrs K £400 compensation for the inconvenience and distress its poor service has caused her. BG can deduct the £110 it has already paid Mrs K from this amount.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 6 December 2022.

Andrew Fraser
Ombudsman