

The complaint

Mr E complains that British Gas Insurance Limited failed to complete a leak repair in his bathroom which resulted in damage to his bathroom floor.

What happened

Mr E had a home emergency policy with British Gas.

In November 2021 he made a claim as he had a leak in his upstairs bathroom that was coming through the kitchen ceiling. The British Gas engineer came out and changed the bath waste and tested it.

In March 2022 the bath was leaking again when it was used and so British Gas sent another engineer. The leak was coming from the overflow which they replaced.

There were further call outs in April, May and June relating to the waste pipe and the overflow and the contractors replaced some washers on the overflow to stop the leak, finally resolving the issue in June.

However, as a result of the leak taking so long to be resolved there was water damage caused by the escape of water to the kitchen ceiling below, the oven, and Mr E says to the bathroom sub floor – which is wet.

British Gas have agreed to pay Mr E for the repair of the kitchen ceiling and the oven, but they have declined to pay for the repair of the bathroom floor tiles as they don't consider that the leak is responsible for the damage to them.

Mr E's home insurance assessor came out and offered a replacement bathroom sub floor under his home insurance policy but Mr E declined this as he considers that it is British Gas's responsibility to put this right.

Mr E wants British Gas to pay £1540.46 for the bathroom floor repair and replacement tiles. The kitchen ceiling replacement and oven repair has already been agreed and accepted. One of our investigators looked into Mr E's complaint and he thought that British Gas had acted fairly and reasonably and in line with the terms of the policy.

Mr E disagreed with our investigators view, and so the case came to me to review.

I issued a provisional decision on the complaint. My provisional findings were as follows:
There's no dispute here that emergency plumbing repairs are covered under the terms of the policy. What is in dispute is whether British Gas' engineer's failure to remedy the leaks led to the damage to the bathroom tiles and the subfloor.

British Gas's contractors accept that it was likely that they caused the leak from the overflow when fixing the first issue and the damage was much worse as a result of this. They have agreed to cover the cost of the repairs to the kitchen ceiling and the oven which were

damaged as a result of the water coming through the floor above and bringing part of the ceiling down.

However, they have said that they don't accept the damage to the bathroom floor is as a result of their error. Initially British Gas said that the cracks in the marble floor by the bathroom door couldn't have been caused by the escape of water.

Mr E confirmed that he wasn't claiming for the cracks – as these were pre-existing - but he is claiming for the replacement of the wet bathroom subfloor which had been caused by the leak. He provided the report from his home insurance provider which confirmed that they had found high moisture readings in the bathroom on the floor, indicating that the subfloor under the tiles was wet and the tiles need lifting in order for the floor to be dried out and the tiles then need replacing.

Mr E provided this report to British Gas, who said that they didn't accept the wet subfloor was caused by the leak, but that the subfloor was wet because of the cracks in the tiles and the grouting not being properly sealed.

I don't consider that British Gas's position is logical. Marble tiles are porous, and grout is not completely waterproof. The evidence shows high moisture readings on the tiles under the bath which suggests that standing water as a result of a leak has penetrated the stone and wet the subfloor underneath. Given the amount of damage to the kitchen ceiling directly below the bath I would expect that quite a lot of water had leaked through, and so it is very likely that there is substantial water damage to the wooden subfloor which will need either drying or replacing.

I also don't think that the evidence shows that cracks by the bathroom door are either caused by, or the cause of, the water penetration. Mr E's bath is a freestanding bath on legs which sits on top of the tiles which extend all the way under the bath. Photographs show that the cracked tiles by the door appear to be about 2 metres from the waste and overflow that were the source of the leak, and so I am satisfied they aren't related. It is more likely that the water penetration was directly beneath the bath – which is supported by the location of the damage to the ceiling beneath.

And so I'm satisfied that the water damage to the wooden subfloor has been caused by the leak and British Gas's failure to remedy that leak, which has resulted in a need to lift the marble tiles and dry the floor out. I note that Mr E's home insurance providers have quoted a figure of £1540.46 for the removal of the floor tiles, the drying out, and the replacement of similar quality tiles.

In the light of these findings, I therefore intended to uphold Mr E's complaint, and I invited the parties to comment.

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.

Both British Gas and Mr E have responded. Mr E has accepted my provisional decision, but British Gas have not.

British Gas say that the cracked tiles – which Mr E has admitted were cracked prior to the leak - show that there was already an issue with the subfloor due to movement and the subfloor was already in need of replacement. They also say that if there had not been a pre-existing fault then the water would not have damaged the sub floor.

I have seen no evidence that there was a pre-existing issue with the subfloor which had caused the cracking of the tiles by the door, and even if that were the case I am still of the view expressed above that the location of the damage, directly beneath the bath, is unrelated to the cracked tiles some distance away, and so I am satisfied that British Gas should remedy the damage to the sub floor caused by the leak.

In light of the above, I'm making my final decision in line with my provisional findings.

Putting things right

In order to put things right I think that British Gas should:

- Pay Mr E £1540.46 to get the remedial work done to the bathroom floor.

My final decision

My final decision is that I'm upholding Mr E's complaint and direct British Gas Insurance Limited to put things right as outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 28 September 2023.

Joanne Ward
Ombudsman