

The complaint

Miss P complains that British Gas Insurance Limited failed to correctly diagnose a leak when she made a claim under her home emergency insurance policy.

What happened

In November 2022, Miss P reported a leak to British Gas as she had water coming through her kitchen ceiling onto her electrics. An engineer attended the next day and advised the leak was caused by some missing grout in the shower which was allowing water through.

Six weeks later, in December 2022, Miss P contacted British Gas again as part of her kitchen ceiling had come down in the same place as where the original leak had been. An engineer attended and found a critical leak from the hot water feed pipe to the bath.

Miss P made a complaint on the basis that British Gas incorrectly diagnosed the leak on its first visit, which has caused extensive damage that could've been avoided. She's had to make a claim on home insurance policy for the damage, resulting in a policy excess of £500, as well as being charged two call out fees of £60 by British Gas.

British Gas gave Miss P details of its insurers, but as she'd already made a claim under her home insurance policy it said there wasn't anything further it could do. It offered £50 compensation for its long wait times on the phone.

As Miss P remained unhappy, she brought her complaint to our service. And our Investigator upheld it. She said, had the leak been diagnosed correctly in November, Miss P would've still needed to make a claim under her home insurance policy but that it would've been repaired quicker and the damage less severe. With that in mind, she thought compensation of £300 was more in line with our service's guidelines.

British Gas didn't agree. It says it can't be certain the leak in December is the same one from November. This is because the December leak was found in the boxed in pipes, whereas the November leak was from under the bath.

The complaint has been passed to me to decide.

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.

Miss P has provided a photo of her kitchen ceiling dated 15 November 2022. In this photo it shows the clear trace of a water leak from the boxed in pipes and across the ceiling which is where Miss P says the top of her bath (with the shower and taps) is.

The engineer's notes from the November visit say:

“Work completed: Leak detection, tested all bath waste and all ok, tested both feeds and all ok. Ran shower behind taps and leak found there - some grout missing creating a hole, customer advised.”

Miss P says the engineer didn't take the bath panel off to inspect under there. And she was doubtful that the “tiny hole” in the grout could cause such damage as the “brown patch of water on the ceiling was significant”.

I've seen photos of the damage to the kitchen ceiling in December 2022. The same area of ceiling which was covered in brown patches in the November photo has completely fallen down. This is from the boxed in pipes across the ceiling where the bath is.

On the evidence available, I'm persuaded on the balance of probabilities that the leak in December is the same one from November. I say this because:

- The location of the damage from the leak is in the exact same place.
- The December leak was found in the boxed pipes which traced under the bath, which is the exact route of water damage in the November photo.
- I'm not persuaded there would be two separate leaks in the same place in such a short space of time, and that a new leak could cause such extensive damage in under six weeks. It's more likely that the same leak has continued to cause damage.
- The engineer that attended in November didn't look under the bath and whilst that isn't where the leak started, I think it would've allowed them to follow the path of water to trace the leak to the boxed pipes, but the opportunity was missed.
- I agree with Miss P that it seems unlikely a small hole in the grouting would cause such extensive brown patches on the ceiling as shown in the photo.

For these reasons I'm persuaded the leak was incorrectly identified in November and as a result, further damage has occurred to Miss P's property.

When considering how British Gas should put things right, I've had to consider what would've happened if the engineer had diagnosed the leak correctly in the first place. Looking at Miss P's policy, it says she's covered for repairs to hot and cold water pipes, but not repairs that are purely cosmetic. So whilst the leak would've been covered, the repairs to the kitchen ceilings wouldn't have been and this is something Miss P would've had to claim under her home insurance policy for – or pay someone privately to repair it.

On that basis, I'm satisfied Miss P would've always needed to have paid out something – whether it was her home insurance excess or the cost to privately repair the damage. But, as our Investigator has said, the repairs would've been done sooner and the damage less severe. Taking everything into account, I think £300 compensation is fair in the circumstances however I don't agree that this should be inclusive of the £50 already offered as that amount is specifically in relation to customer service issues and not the complaint point addressed here.

Miss P says she was charged a call out fee of £60 in November, but I haven't seen evidence that she made this payment. British Gas say that according to its system, it didn't charge a call out fee in November.

Miss P also says she's been chased by British Gas for a further £60 for the December call out, which British Gas acknowledge. Whilst Miss P has made a claim under her policy and is liable for the excess, I don't think it's fair in the circumstances for British Gas to apply it on the basis that its engineer's actions have caused significant damage to Miss P's home. As such, British Gas should waive this fee.

My final decision

For the reasons I've explained, I uphold this complaint and direct British Gas Insurance Limited to:

- pay Miss P compensation of £300 for the distress and inconvenience caused by the incorrect diagnosis of a leak.
- pay Miss P the £50 compensation previously offered for its call waiting times, if it hasn't already.
- waive the call out fee of £60 for this claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 14 February 2024.

Sheryl Sibley
Ombudsman