

The complaint

Ms P has complained about the way British Gas Insurance Limited handled her claim under her Home Emergency Insurance policy.

Any reference to British Gas includes its agents.

What happened

Ms P called British Gas for assistance in June 2023 as she had water damage in the downstairs cupboard under her bathroom. She has said that an engineer came out and didn't identify the problem. Whereas, British Gas has said the engineer told Ms P that the problem was due to her bath not being properly sealed and water running down behind it into the ceiling and walls of the cupboard.

Ms P called British Gas again in March 2024 as the problem was ongoing. British Gas sent another engineer who suggested the leak could be due to a problem with the roof. Ms P called British Gas again in September 2024 and another engineer visited. She has said she told him to check under the bath panel, but that he refused to do this without giving a reason. Ms P then called out British Gas again in December 2024. This time the engineer that visited removed the bath panel and found a leak under the bath from the pipe leading to the cold tap, which he fixed.

Ms P complained to British Gas, as she felt its engineers had failed to properly identify the cause of the leak in her bathroom and that this had led to unnecessary further damage to her home.

British Gas investigated Ms P's complaint. It didn't accept liability for the additional damage to Ms P's property. But it did acknowledge delays on its part in dealing with Ms P's concerns. And it paid her £300 in compensation in recognition of this.

Ms P wasn't happy with British Gas's response on her complaint and asked us to consider it. She said that she had to pay for the additional damage caused by the negligence of its engineers and that she would like British Gas to cover this cost.

One of our investigator's considered Ms P's complaint. She said there were service failures by British Gas and that it should pay Ms P a further £200 to compensate her for these.

British Gas did not accept the investigator's view. It said that there was considerable damage to the ceiling and wall in the cupboard below Ms P's bathroom when its engineer visited in June 2023 and that he told her this was due to the fact the seals around her bath had failed. As far as it is concerned further damage was caused because Ms P failed to reseal her bath. In its opinion the leak its engineer identified in December 2024 was a secondary leak, which he fixed at the time. It thinks this leak caused some additional staining, but most of the damage was due to Ms P not resealing her bath after its engineer told her the existing seal had failed in June 2023.

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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims promptly and fairly. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Ms P's complaint.

As I see it, the key issue I need to consider in determining the fair and reasonable outcome to Ms P's complaint is whether there were one or two leaks that caused the damage in her cupboard.

There was clearly a leak from Mrs P's bath which led to her calling British Gas in June 2023. But if this was due to the seal on her bath failing and the engineer told Ms P about this, Mrs P should have resealed her bath at this point. However, I am not convinced there was a leak due to the fact the seal on Ms P's bath had failed. I consider it more likely than not that there was one leak which Ms P identified in June 2023 due to the leaking pipe. And that this gradually got worse until British Gas's engineer discovered it in December 2024.

I think this leak wasn't identified until December 2024 due to inadequate investigations by British Gas's engineers. And, as I've said, this meant the damage to Ms P's home got worse. I say this because it seems all the damage was in the same area and was ongoing and gradually got worse. And it seems highly unlikely to me that this was due to the seal on the bath failing and then, by chance, another leak occurring which caused damage in exactly the same area.

This means if the engineer who visited in June 2023 had done a proper investigation and removed the bath panel he would have found the leaking pipe and could have repaired it at this point. And it means that all the engineers who visited between this point and December 2024 also failed to properly investigate the issue and identify this leak. One even suggested the leak could be due to a problem with the roof, which is very odd, bearing in mind the leak was causing damage in a downstairs cupboard.

Of course, the leak would have already caused some damage by the time Mrs P identified it in June 2023. But if British Gas's engineer had identified it at this point and fixed it, as he should have done, the walls and ceiling would have dried out and Ms P could have then repaired them or had them repaired at a much lower cost. The fact that the leak went on for a further year and a half and probably got worse means the damage also got worse. This means it is likely it will or has cost Mrs P more to repair it than would have been the case if the leak had been identified and stopped in June 2023, as it should have been.

It is obviously difficult to know what the additional cost to Mrs P has been or will be, but I think looking at the photographs provided, an additional £200 is a fair assessment, bearing in mind there must have already been a fair amount of damage by June 2023. And the leak can't have been very significant if water wasn't actually pouring through the ceiling in Mrs P's cupboard.

British Gas has already paid Ms P £300 as a gesture of goodwill and to recognise the delays in dealing with her concerns. Although, it is not clear to me exactly what this compensation is for, it seems it is for the distress and inconvenience Mrs P experienced due to the poor service it provided, which seems fair to me.

But this means Ms P hasn't received any compensation for the additional cost of repairing the damage caused by British Gas's failure to identify the leak earlier. And, as I've said, I think £200 is fair compensation for this.

Putting things right

For the reasons set out above, I've decided to uphold Ms P's complaint about British Gas and require it to pay her a further £200 in compensation.*

* British Gas must pay the compensation within 28 days of the date we tell it Ms P accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

My final decision

I uphold Ms P's complaint and require British Gas Insurance Limited to do what I've set out above in the 'Putting things right' section.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 5 March 2026.

Robert Short
Ombudsman