

## The complaint

Mrs P has complained that British Gas Insurance Limited (“British Gas”) failed to identify a crack in her bathtub during multiple visits between February 2024 and March 2025, which caused significant water damage to her property and resulted in distress, inconvenience, and financial loss.

## What happened

Mrs P held a HomeCare policy with British Gas which included cover for boilers, plumbing and drains.

On 8 January 2024 she contacted British Gas when she discovered water damage to her walls, caused by a leak. An appointment was booked for a plumber to attend on 11 January. When the plumber attended, Mrs P says he checked the boiler but didn’t investigate the water leak, which was causing the damage to her walls.

On 7 February, Dyno-Rod was sent out to the property and their plumber noticed water was leaking under the bathtub, but Mrs P says he didn’t check inside the bathtub. He told Mrs P the sealant around the bathtub needed to be replaced and said that because the HomeCare agreement didn’t cover this work, she’d need to pay £190 for the materials and labour involved.

The next day the same plumber reattended, charged Mrs P £190, and applied sealant around the bathtub. Mrs P says she paid for the sealant gun, but the plumber took it away with him. She complained about this, saying she had been told the sealant wouldn’t be covered by her HomeCare agreement, and so she’d paid out of her own pocket for the materials and labour, so the sealant gun should’ve been left with her. British Gas didn’t agree and said she’d paid for the service of having it applied.

On 10 February Dyno-Rod was called out again as water was still leaking from the bath into the walls and flooring. The plumber couldn’t identify where the leak was coming from. But offered to privately install a new bathroom suite and sent Mrs P a quote for the work. The notes for this visit say, in relation to the dripping tap: “Replaced gland on hot side. Tested all good”.

Mrs P says she was told at this visit that the sealant hadn’t been applied properly by the previous plumber. She says the plumber acted unprofessionally by offering to quote her for an entirely new bathroom suite if she didn’t mention this to British Gas. She also says the plumber thought the issue was leaking taps, which he tightened, but that water was still leaking when he left. The repeated visits caused problems with Mrs P’s employer, who couldn’t believe she was having so many issues with the same leak.

On 14 March 2025, after a considerable period of time, Mrs P contacted British Gas again about the same issue. A plumber visited and told Mrs P that the leak was coming from the crack in the bathtub. When asked why none of the previous contractors had been able to identify this, he told Mrs P it was because they weren’t as good as he was. And that she

hadn't needed new sealant or repairs to her taps or anywhere else, as the crack in the bath was causing the water to escape.

Mrs P complained to British Gas and it acknowledged it could've provided her with better service. It offered her £70 compensation for the delay in noting the crack in the bath and offered her £10 for the sealant gun which Mrs P says she purchased but the engineer took away with him. Mrs P didn't accept the offers and referred her complaint to the Financial Ombudsman Service.

Our Investigator considered the complaint, but thought the offers British Gas had made were fair in the circumstances. As Mrs P didn't agree, the complaint was referred to me for an Ombudsman's decision.

I issued my provisional decision in this case on 8 January 2026 and I've included an extract from it below:

*"As this is an informal service, I'm not going to respond here to every point raised or comment on every piece of evidence Mrs P and British Gas have provided. Instead, I've focused on those I consider to be key or central to the issue in dispute. But I would like to reassure both parties that I have considered everything submitted. And having done so, I intend to uphold this complaint. I'll explain why.*

*The insurance industry regulator, the Financial Conduct Authority (FCA), has set out rules and guidance about how insurers should handle claims. These are contained in the 'Insurance: Conduct of Business Sourcebook' (ICOBS). ICOBS 8.1 says an insurer must handle claims promptly and fairly; provide reasonable guidance to help a policyholder make a claim and give appropriate information on its progress; and not unreasonably reject a claim. I've kept this in mind while considering this complaint together with what I consider to be fair and reasonable in all the circumstances.*

*And ultimately, I don't think British Gas handled the claim promptly or fairly, or provided the level of service Mrs P understandably expected under the terms of her agreement.*

*I say this because, from the timelines provided by both parties, I can see that visits took place to Mrs P's property in July 2020, possibly in January 2024, three times in February 2024 and twice in March 2025. Mrs P says British Gas was called out in January, but the visit from January 2024 isn't recorded in the timeline British Gas has sent me. I've no compelling reason to doubt the dates Mrs P has provided, so I've proceeded on the basis that the January visit took place. But even if that wasn't a visit from a British Gas engineer, I don't think it makes much of a difference to the outcome here.*

*The records from the 2020 visit show that there was an uncontrollable leak from the bath, causing damp to the walls as well as other damage. There's no other information available from the time, so I can't say for certain what happened following the 2020 leak. There's no record of the leak persisting and no other call out was made until 2024. That seems a long time for there to have been an ongoing problem, so I think it's likely that issue was resolved.*

*British Gas says the crack in the bathtub which was ultimately identified, wasn't covered under the HomeCare policy. I've checked the terms of the policy and am satisfied this is correct, so British Gas isn't liable for the cost of replacing the bath or for all the property damage. I say this because much of the property damage was caused by the leak itself, so that damage wouldn't be covered under the policy, which covers repairs to plumbing and drains but not problems with showers and baths or damage caused by them.*

*However, even though the cause of the problem wasn't covered, British Gas and its agents had a duty to act competently when investigating the reported leaks. On several occasions, engineers failed to identify the cause of the leak and one engineer instead recommended what I'm satisfied was unnecessary sealant work. I'm currently persuaded that this misdiagnosis prolonged the problem and caused avoidable inconvenience for Mrs P.*

*Mrs P reasonably relied on British Gas's repeated assurances that the leak was resolved each time an engineer came out to her. But I think its failure to diagnose the crack in the bath sooner contributed to ongoing disruption and stress, as Mrs P then had to request further visits when the issue persisted.*

*One plumber, according to Mrs P, left wooden panels on the bathroom floor and had left a large amount of water under the bathtub, along with exposed pipes and rotting frames, which was a hazard for the children who were due to be at the property later the same day.*

*Mrs P also went through the frustration of wasted appointments, when she had taken time off work, as the plumber couldn't give a specific time they were due to attend. This happened on at least two occasions when the leak remained unrepaired, despite Mrs P having taken a full day off work to wait for the engineer to attend.*

*I'm not currently satisfied that British Gas's offer of £80 (£70 for the missed diagnosis and £10 for the cost of the sealant gun) reflects the cumulative impact of the repeated visits, the time Mrs P had to take off work, and the prolonged uncertainty and worry of further water damage to her home due to the incorrect advice she was given. So I intend to require British Gas to increase its offer.*

*I also currently think it should reimburse Mrs P for the unnecessary expenditure on the sealant work. I don't think this was needed or should've been recommended. I've looked at the photographs showing progressive water damage from July 2024 to March 2025. I've also seen a video taken in February which shows water leaking. British Gas says the video shows there had been years of moisture building up and that the seals had failed, but I don't think the video sufficiently evidences this; it's a 15-second video taken under the bath with considerable movement and whilst some rotten wood is visible, this doesn't sufficiently demonstrate that there's been years of exposure to moisture – as wood can rot to the same extent much sooner in the right conditions. And it doesn't show me that the seals had failed because it's not clear in the video what was causing the leak.*

*So I'm not satisfied the sealant was required, and I don't currently think Mrs P should've been told it would fix the problem, when it didn't. That being said, I agree with the points British Gas has made about the large gap between the visits in February 2024 and in March 2025. It's said it was Mrs P's duty to mitigate her losses and once Mrs P was told the cause of the issue couldn't be identified, or that it wouldn't be covered as it wasn't being caused by something that was covered by her policy, it was for Mrs P to resolve without reliance on her policy. I appreciate Mrs P says the large gap between visits were because she was unable to take further time off work due to her new job, but that doesn't absolve Mrs P of her duty to try to mitigate her losses during that time.*

*I've also considered the points British Gas has made about pre-existing damage, and the uncertainty about when the crack appeared. But I think it's likely, given that Mrs P was having the same issue, repeatedly, in the same area of her home, that the crack in the bath was the dominant cause. This is because when that was repaired, the leak stopped. The issues persisted for over a year before this and there were multiple call-outs for exactly the same reason. No other repairs fixed the issue, which indicates that the cause was most likely the crack all along, which wasn't checked or identified in earlier visits.*

*In conclusion, I'm not minded to uphold Mrs P's complaint about her full property restoration costs, as these fall outside the policy. It's important for Mrs P to be aware that insurance policies aren't designed to cover every eventuality or situation. An insurer will decide which risks it's willing to cover and set these out in the terms and conditions of the policy. It then needs to be satisfied the claim falls under one of the agreed areas of cover. In this case, Mrs P was advised early on that her claim wouldn't be covered by her policy, even if the issue had originally been misdiagnosed.*

*As the evidence suggests British Gas missed opportunities to correctly advise Mrs P from the outset as to the cause of the damage, and this had an ongoing and detrimental impact on her, I'm minded to uphold this complaint."*

Both parties replied to my provisional decision.

In summary, Mrs P said that as soon as British Gas correctly identified the cause of the water leak, she bought a new bathroom suite. She says if it had identified the crack in the bathtub earlier, then the suite would've been purchased and installed much sooner, preventing avoidable damage to her wooden floors and internal walls.

British Gas said, in summary, that the cause of the damage was a crack in the base of the bath, which was not a covered defect. It said the re-seal in February 2024 was not unnecessary and was a reasonable remedial step in light of the visible symptoms present. It added that there was then a 13-month gap during which there were no bath-related leak callouts. And that its records show there was already damage to the coving and walls five years previously due to the leak from the bath in 2020.

I've taken into account what both parties have said in response to my provisional decision, in reaching my final decision about this complaint.

### **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 think there's some merit in what both parties have said in response to my provisional decision. I accept that Mrs P would've bought a bathroom suite sooner, had the issue with her bath been identified at the earliest possible opportunity. But I also accept what British Gas has said about there having been a prior issue with a leak which caused damage and which occurred before the more recent call outs. I'm persuaded of this because the notes of the 2020 visit refer to a leak and damp to the walls.

So, I don't think British Gas should be held responsible for the damage to Mrs P's home, as it's not possible to determine the extent to which the property was damaged beforehand, and how much damage was caused by the more recent leak.

I appreciate what British Gas has said about there being no call outs in 13 months, which it says indicates that its actions helped prevent further damage. But I don't think this sufficiently shows that the re-seal was an effective and necessary step. As is the case with many slow, structural cracks, the water ingress could've been intermittent or hidden behind quick fixes. The lack of a recall doesn't prove the issue was fixed – I'm more persuaded the problem was likely temporarily hidden only for the damage to manifest visibly again later on.

British Gas has said it's standard practice to address visible leaks or just deal with the main reason for the call-out. But as a professional service provider, I don't think it would've been unreasonable to expect it to perform a holistic diagnosis when Mrs P reported persistent,

recurring issues with her bathroom. The records clearly show a history of recurring re-fixes across multiple visits. By focusing only on the minor repairs, such as washers, taps and sealant, British Gas engineers were effectively ignoring the broader issues that a further investigation would've brought to light.

A thorough examination of the sanitary ware, for example, should've been conducted, and a competent engineer would've identified that as there was a history of under-bath rot (noted as far back as 2020 and again in 2024) it was possible that there was a more significant structural failure in the bathroom suite. And the failure to identify the crack in the bath until March 2025, despite numerous attendances, prevented Mrs P from mitigating her own losses and replacing the bath before further damage occurred.

So, whilst I've carefully considered the additional comments made by both parties, for the reasons given, I see no reason to depart from my provisional findings, which now form part of this, my final decision.

### **Putting things right**

British Gas Insurance Limited should reimburse Mrs P the amount she paid for the unnecessary sealant work – with interest at a rate of 8% per year simple, from the date she paid for it until the date it's paid back to her.

It should also pay her a total of £350 for the distress and inconvenience caused to her, reflecting the prolonged impact of British Gas's failings and the repeated, avoidable call outs, which wouldn't have been needed had the issue been correctly identified at the first visit.

### **My final decision**

My final decision is that I uphold this complaint and I direct British Gas Insurance Limited to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 23 February 2026.

Ifrah Malik  
**Ombudsman**