

complaint

Mr and Mrs L complain that when they called on British Gas Insurance Limited ("British Gas") under their home emergency policy, it delayed in repairing a leak at their home, and won't accept responsibility for all the water damage that was caused.

background

Mr and Mrs L contacted British Gas on 8 March 2016 about a water leak in their bathroom which was coming through the kitchen ceiling below. British Gas missed an appointment for the morning of 9 March, but attended later that afternoon and re-washed the bath taps. This didn't cure the problem, which was caused by a faulty bath trap. A new trap had to be ordered, which was eventually fitted and resolved the issue.

Mr and Mrs L complained to British Gas. They said that it had delayed in resolving the leak, and so should pay for the cost of repairing the damage it had caused. British Gas said that when it was first called out, water was already coming through the kitchen ceiling below and causing damage. So even though there had been some delay, it didn't think it should be responsible for all the repair costs.

It offered to contribute £450 towards the repairs, which was about half the estimated cost. It also offered compensation of £300 for the distress and inconvenience its delays had caused Mr and Mrs L. They didn't accept this offer, and complained to us.

Our adjudicator didn't recommend that this complaint should be upheld. British Gas had told her that the new trap was fitted on 16 March 2016, which completed the repair. She said that as water was already coming through the kitchen ceiling when British Gas first attended, some damage would already have occurred for which British Gas couldn't be held responsible.

She thought its offer to pay £450 towards the repairs was reasonable. She also said that the offer of £300 compensation was generous, and higher than she would have recommended. Mr and Mrs L responded to say, in summary, that it had taken British Gas three weeks to stop the leak, during which the damage got progressively worse. So they thought it should pay for all the repairs.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

First of all, I don't think the repair was completed by 16 March 2016. British Gas's records include an online complaint from Mr L dated 18 March 2016, in which he says that ten days after he reported the problem to British Gas the leak still hasn't been fixed, despite the fact that plumbers have been to the property three times in the past ten days.

Secondly, I have seen three British Gas job cards for the work involved. The first is dated 9 March 2016, and says that on that date there was water damage to the ceiling under the bathroom from a leaking trap under the bath. The plumber changed a tap cartridge to stop a constant flow of water.

The second job card is dated 16 March 2016. It says the bath trap and hot water tap are still leaking. The plumber changed a tap insert, but notes that the bath trap was the wrong size and needs to be replaced. The third job card is dated 31 March 2016 and simply says that the bath trap was replaced.

So it seems that the repairs took longer than British Gas suggested to the adjudicator, and the water damage may also have continued for longer. I accept that some damage had been caused before British Gas came on the scene. While it is difficult to apportion the repair costs before and after British Gas became involved, I don't think its offer of a half, or £450, is enough. I think a fair proportion is two thirds, or £600.

I think its offer of £300 compensation for the upset and inconvenience its delays caused Mr and Mrs L is reasonable in the circumstances.

my final decision

My decision is that I uphold this complaint, and order British Gas to pay Mr and Mrs L:

1. £600 towards the cost of repairing the water damage caused by the leak; and
2. £300 compensation for the upset and inconvenience British Gas's poor handling of the repairs caused them.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs L to accept or reject my decision before 5 September 2016.

Lennox Towers
ombudsman