

complaint

Mr G's complaint concerns British Gas Insurance Limited's handling of a claim under his home emergency insurance policy.

background

In August 2017, Mr G reported a leak to British Gas; he said that water was leaking through the kitchen ceiling above the gas hob. British Gas attended on 18 August 2017. Mr G says its contractor couldn't find the leak and told him to monitor the situation but the water leak reappeared. Mr G says it took four visits before the leak was found and repaired.

Mr G says the four visits were very disruptive for him and his young family; he had to take unpaid leave from work to be present; the damage to the ceiling became worse because of the time taken by British Gas and he has had quotes of £250-300 to have this fixed. Mr G wants £350 compensation in total.

British Gas's records state that it did the following work:

*"18/8 - tested waste pipe and silicone seal. No leak. Old obsolete lead pipe has crack and signs of water let out.(customer changed to a combi system last year). And only around this crack is water. Dried up water and run bath and silicone again and no more water appeared. Advised crack in pipe let out dormant water and was 1 time leak. Monitor
29/8 - Leak on cracked tile and where taps go though bath homeowner going to seal if don't fix will buy new taps
6/9 - Revisit to remove bath tub and cap lead pipe... If we are silicone in the bath back silicone also needed.
12/9 - Removed bath panel to find leak on lead pipe and silicone sealant. I cut lead pipe, whittled it down to fit a 7lb lead lock and 15mm cap. Tested all fine, sealant needs to be replaced."*

British Gas says the lead pipe that it capped off was dormant and was done to reassure Mr G, as the main issue was the damaged sealant. The bath sealant is not something covered by this policy but it replaced the sealant as a gesture of goodwill and it does not consider it needs to do anything further.

One of our investigators looked into the complaint. He didn't think it should be upheld. Mr G didn't agree and so the matter has been referred to me.

my findings

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

British Gas did investigate the leak and found some water laying in an old lead pipe under the bath. As the pipe is apparently no longer in use, British Gas considered that once the water in the pipe had been released, there would be no further problem. It later capped off the pipe but it says the main cause of the leak was problems with the sealant around the taps and tiles.

While I can see why it may have been frustrating for Mr G that the problem was not resolved at the first visit, I've seen no convincing evidence that British Gas was negligent or that the

action it took at that visit was unreasonable. It seems to have had good reason to think the problem with the old lead pipe would not recur. British Gas later capped that pipe off anyway. And there's no convincing evidence that the sealant was not at least a contributing factor.

Having taken everything into account, I'm not satisfied that I can make a finding that British Gas should have taken any different action on any one of the visits it made. Given this, it follows that I don't think British Gas is responsible for any damage to the ceiling below, or any inconvenience involved.

I note that British Gas did replace some sealant as a gesture of goodwill and I think this was reasonable.

my final decision

I don't uphold this complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 9 April 2018.

Harriet McCarthy
ombudsman