

complaint

Miss K complains about some work British Gas Insurance Limited did trying to find the cause of a leak.

background

Miss K told us it had taken three years for BGI to resolve a water leak in her property. BGI had only offered to pay £443.69, but there was internal damage, including water damage to the walls, and a big hole in the kitchen ceiling. Miss K told us the leak had affected her health. She wanted BGI to fix the hole in the ceiling, and the rest of the internal damage.

Miss K's utility room appears to be next to a downstairs bathroom, and it seems to be this overall area that's affected by water damage.

BGI sent us the records of Miss K reporting a leak to it in late 2017. Those notes indicate Miss K had reported this problem before, and felt she was just being passed between departments. She's had an independent drains engineer to her property, and been told that the drains are not the problem. Her engineer said the problem might be under the shower.

A BGI engineer attended in late 2017, and found a leaking pipe behind the shower. He changed part of the pipework. Miss K then turned the water on while cleaning the area, and found another leak.

Miss K told BGI that this problem has caused damage to her home, and she'd had a number of days off trying to get it sorted out. She says she's had over ten visits in the last few years and has been passed back and forth between different teams at BGI. She said it just seemed to be one problem after another.

BGI thinks the problem was caused by a poor installation of her shower. That isn't covered by her policy. Its reports from the time also show a problem with the drainage from the washing machine, and a leak when the washing machine is on too.

When BGI wrote to Miss K, it said that an engineer had been out to her property on 1 December 2017. That engineer said that the problem came from the plumbing, and a plumber went out the same day. The plumber, in turn, blamed the drains, and a drainage engineer was booked. A drainage engineer attended on 5 December, and found an open drainage pipe on the shower outflow, which was poor installation. This was repaired.

BGI also said that Miss K asked for an engineer to attend again, as water was leaking under the tiles when she used her washing machine. The engineer went out on 19 December, he said that the drainage was slow, and so he booked a drainage engineer to attend.

A drainage engineer attended on 21 December. He manually cleaned the washing machine waste, which left the drain flowing freely.

BGI said an engineer who visited on 10 July 2018 had also found a fault with the shower drainage, which didn't flow properly down to the drains. It said that was poor installation. BGI wouldn't work on this. And it thought that any damage or smell had been caused by this poor installation. So it also wouldn't pay for any of the water damage that had been caused. It said this would come under pre-existing faults, and so wouldn't be covered by its policy.

BGI said that Miss K had since confirmed that the issue had been resolved. But she felt that because the problem had been going on for three years, and had been misdiagnosed, BGI should cover the cost of repairs to the walls and floor, and of redecoration.

BGI said it agreed that the situation wouldn't have been helped by the misdiagnosis. But the damage had been caused by poor installation of the shower waste, not by its engineers. As the water damage wasn't caused by its engineer, BGI wouldn't accept liability for it.

BGI also said that there had been one visit in 2014 and five in 2017 which it would class as unproductive, either because no work was done or because the root cause of the problem wasn't found. BGI told Miss K that it would pay her £150 in compensation for the six unproductive visits she'd had, and £50 for the inconvenience. And it would pay back what she'd paid for plumbing and drains cover for the last three years, which was £243.69, because it knew it had misdiagnosed the problem earlier.

Miss K didn't accept that. She said that whatever the problem was, BGI had missed it, and it should pay for the water damage which had happened as a result. She didn't think the problem had been caused by poor installation of the shower. It had only happened in the last three years, and the shower had been installed several years before that.

Miss K didn't cash BGI's cheque. It has since expired.

Our investigator asked BGI to send us contact notes for Miss K from 2014 to 2017, engineers reports including pictures, and details of the damage Miss K had reported to BGI. Our investigator didn't get the additional information that she requested.

Our investigator then suggested this complaint should be upheld. She understood Miss K had first reported the problem in 2014. It took until 2017 to identify that the leak was caused by poor installation of Miss K's shower. Our investigator said repairs to the shower plumbing weren't covered under the policy. But because it had taken BGI such a long time to tell Miss K what was wrong, she had internal damage to her property.

Our investigator didn't think it was reasonable for BGI to take three years to diagnose this problem. She thought that caused the damage from the leak to spread. Miss K sent us photos and video of her home, showing the damage. Our investigator said if Miss K had been told in 2014 that the leak wasn't covered under her policy, she would've had this fixed by now.

Our investigator thought BGI should pay Miss K half of the repair costs to fix the internal damage in Miss K's property. She suggested half because she thought that some of the damage had been caused by a problem not covered under Miss K's policy. Our investigator said Miss K would need to provide an invoice and report for all the work needing done.

BGI didn't agree. It said that there must have been some confusion around our investigator's request for additional information, and it had been waiting for a reply from her before sending this through. It said that if she could clarify this now, it would send the additional evidence she'd requested. Our investigator replied, and BGI said it would send us further details on the case, but those haven't been received.

Miss K repeated that the problem wasn't a result of poor workmanship when the bathroom was fitted, because it had been in and working for eight years before she'd had any problems. And the recurring problems had caused health issues for her and her family.

But Miss K wanted to draw to our attention the likely cost of repairs. She said she'd found out the leak has caused a considerable amount of damage. The plasterboard behind the tiles in her downstairs bathroom has disintegrated, because it's been damp for so long, and the tiles are falling off. She thinks it could cost about £2,500 to repair. She's concerned she may also face a similar bill for repairing the utility room too.

Because BGI hadn't agreed with our investigator, the case was passed to me for a final decision.

my provisional decision

I issued a provisional decision on this complaint and explained why I thought BGI had made a fair offer to settle it. This is what I said then:

- Miss K had a home emergency policy which provided cover for repairs to plumbing and drains. There was an exclusion in the policy which meant that a faulty installation wouldn't be covered. But there also seemed to be other issues with her downstairs bathroom and utility room, which would be covered by the policy.
- There had been a number of issues identified around the same area of Miss K's home. Her shower drainage wasn't properly sealed, and a waste pipe was left open, which I understood had been repaired. And there was a problem with the drainage for her shower, which meant that water didn't flow down from the shower to the drainage. BGI said that this was an installation problem. But there was also water leaking when her washing machine was in use. BGI suggested at one point that this was a drainage problem, but I didn't think that explained all of this issue, because a leaking pipe was also found behind Miss K's washing machine.
- BGI offered Miss K compensation totalling £443.69. Miss K wanted much more, because she said BGI should pay for repairing the water damage to Miss K's home.
- BGI said the root cause of the water damage and the persistent bad smell was poor installation. If a drain from the shower wasn't sealed, and if water flowed from the drain to Miss K's shower, not the other way round, then it did seem likely that these issues were caused by poor installation. And I agreed that putting these problems right wouldn't be covered under Miss K's policy.
- But it wasn't clear if this was why Miss K's home was so damp. I didn't think BGI had shown us this was the problem which caused the water damage. At least some of the water damage could have been caused by the leak from the washing machine, or as a result of a problem with slow running drains from the washing machine, or perhaps a combination of the two.
- The evidence BGI showed us didn't tell me the problem in Miss K's home was clearly caused by something that wasn't covered under her insurance. Our service asked BGI for further information about what had gone wrong in this case, but we hadn't got it.
- Miss K said the problem was first reported in 2014, and it was finally resolved in January 2018. If that had all been the same problem, then it should've been resolved earlier. If it was a problem covered under her insurance, it should've been fixed. If it wasn't a

problem covered under her insurance, then Miss K ought to have been told this, so that she could get it fixed herself. BGI hadn't shown us that either of those things happened.

- But on the other hand, I was also not clear on whether this was all the same problem, or when this damage happened, and how. Miss K showed us pictures and videos of her home, which seemed to me to show a considerable amount of water damage. But on the information I had, it was difficult for me to say BGI was responsible for what had gone wrong.
- So we asked Miss K for more information on what had gone wrong. I asked Miss K to set out for us why she called BGI in 2014 and what happened then. When did the water damage first started to show? And why did she ring BGI in 2014, but then not again until 2017? What was happening in the meantime?
- I also said that if I was going to ask BGI to contribute to the costs of expensive work in her home, I would need to see quotes for that work. I didn't think I could ask BGI to make such a contribution without the additional information requested, and these quotes.
- Miss K hadn't sent us this information. She asked for a number of extensions to provide it, starting in early March of this year. Our service does need to provide a fair and reasonable outcome to this case for both sides, so I didn't think we should continue to wait for this extra information. Both sides would have a chance to comment, and provide any additional evidence, before I reached a final view.
- BGI accepted it got something wrong in Miss K's home quite some time ago. But I didn't think BGI was solely responsible for what had gone wrong. I thought that with such a longstanding problem, Miss K ought to have taken further steps, in particular, between 2014 and 2017, to rectify the problem. So I thought it was most likely that some of this damage had been done because Miss K didn't continue to contact BGI, or take other steps to solve the problem, during that intervening time.
- On the evidence we currently had, I didn't think I could attribute all, or even half, of the damage in Miss K's home to mistakes made by BGI. I didn't think it would be fair and reasonable to blame BGI when I couldn't tell what caused that damage. So I didn't agree with our investigator that BGI should pay an additional amount, on top of what it had already offered, towards the cost of the repairs of the water damage in her home.
- I also considered whether BGI had to pay Miss K for the ill health she said she and her family have experienced. I didn't think I could fairly ask BGI to pay compensation without medical evidence to confirm that they've suffered these problems, that the damp in their home was the cause, and without also being able to confirm that the damp in turn was caused by something BGI did. So I wouldn't ask BGI to pay for that.
- BGI provided Miss K with a service under her policy. It had done repairs that went beyond that policy cover. And it had offered to refund three years of policy costs, as well as compensation. And I wasn't able to attribute the substantial damage in Miss K's home to things BGI had done wrong.
- For those reasons, I thought that BGI's offer of £443.69 would provide a fair and reasonable outcome to this complaint.

I invited the parties to make any final points, if they wanted, before issuing my final decision. BGI replied, to say that it had already sent that payment to Mrs K. Mrs K sent a longer response.

my findings

I've reconsidered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. I haven't changed my mind.

Mrs K said that she felt her complaint, and the stress it had caused, hadn't been understood.

She said she'd constantly complained about a foul smell. She'd lived with that problem daily for three to four years. She said it took so much time and energy, and she didn't want to call because no one took her seriously.

I know that BGI has accepted that one of its visits in 2014 was unproductive, because it didn't find the root cause of the problem. But I do think that if Mrs K continued to experience problems for three to four years, then she should have told BGI that the problem wasn't fixed, and continued with her claim. I still think it's most likely that some of the damage has been done because Miss K didn't continue to contact BGI, or take other steps to solve the problem, during that intervening time.

Mrs K said that when she took out the policy BGI didn't mention that shower parts weren't covered, and she wasn't asked whether there were any parts of the house where "poor workmanship" could be. I wouldn't expect BGI to tell Mrs K specifically about this exclusion. It is detailed in her policy documents. And I don't think it's relevant whether or not Mrs K was asked if her house included areas of "poor workmanship", particularly because Mrs K has also told us that she wasn't aware of any poor workmanship in her home.

Mrs K said that there was considerable damage to her property because BGI hadn't fixed the leak sooner. She said this went on until she got her own engineer out, and he told her where the problem was. And it wasn't until then that BGI mentioned the "workmanship" issue. She told us about the repairs that were going to be needed.

I've accepted that there is considerable water damage in Mrs K's home. And it's clear that over late 2017 and early 2018, BGI made a number of visits to Mrs K's home to try to fix leaks. But I haven't been able to see that this is when all the water damage was done. I've said I think it's actually more likely that damage had already been done by then. So I've not been able to see that the damage is BGI's fault.

Mrs K wanted us to help her to make the repairs. She told us that her health was better since the problem was fixed, the foul smell had gone, and there were no more creepy crawlies. But she said that a payment of the same amount that BGI offered would never cover the cost of the work she'd have to get done. She wanted more, so she could pay for the work that needed to be done, and also to reflect the severity and duration of the problems.

I'm pleased to hear that Mrs K's health, and her home environment, have now improved. And although we don't have a final cost for the work that will be needed on Mrs K's home, I understand that the money that I'm suggesting BGI pays is unlikely to cover the costs of all the repairs she says are needed. But it wouldn't be fair for me to ask BGI to pay for repairs, unless I could see that it was BGI's fault that this damage had been done. And I've explained why I haven't been able to do that. So I don't think BGI has to pay for all the repairs now.

BGI also objected to my decision. It didn't think this complaint should be upheld, because it said it had actually paid Mrs K this money before she complained to us. But Mrs K has consistently referred to this as an offer. BGI sent Mrs K a cheque, and it hasn't been cashed. So my award will provide that BGI should now resend the amount it initially suggested to settle this complaint, unless it can show that Mrs K has received and cashed its cheque.

my final decision

My final decision is that British Gas Insurance Limited must pay Miss K £443.69 compensation, if it has not done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 23 October 2019.

Esther Absalom-Gough
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