

complaint

Mr D complains that British Gas Insurance Limited gave poor service under a home emergency insurance policy.

background

The Financial Ombudsman Service deals with complaints against insurance companies and other regulated financial firms. Where I refer to the insurer or British Gas, I refer to the insurance company by that name - and I include any other companies and individuals for whose actions I hold that insurance company responsible.

Mr D has more than one shower in his home. One of them is downstairs.

Mr D paid over £600.00 for his British Gas policy. That covered his central heating system, a gas cooker and plumbing and drainage.

But it excluded showers. When Mr D called the insurer for help with a leak, its engineer didn't fix it, saying Mr D would need to pay for a new shower.

A few weeks later, Mr D engaged a plumber who quickly isolated the leak. So Mr D complained that British Gas should've done so – instead of having left his shower leaking and causing water damage.

Our investigator didn't recommend that the complaint should be upheld. She didn't think that British Gas caused the damage.

Mr D disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

1. The engineer chose not carry out a very simple task. If he had done it then there would've been no damage whatsoever.
2. The British Gas engineer said that the leak couldn't be isolated without a new shower unit being fitted, which he offered to do for £50 if Mr D bought the shower.
3. It was only when the leak suddenly and dramatically worsened that Mr D called in an independent plumber who isolated the leak within ten minutes.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Many home emergency policies provide that an insurer will do urgent temporary repairs to prevent further damage. The British Gas policy didn't say that.

The policy excluded showers. It also excluded water damage unless British Gas caused it. It also excluded damage that's normally covered by household insurance.

Mr D's shower had been leaking before he rang British Gas. That's why he rang. I find it likely that the leak had already caused some damage. And British Gas hadn't caused that damage.

British Gas could've isolated the leak at the end of April in a similar way to what - in June - Mr D's plumber did. His report included the following:

"Having traced the cold water feed back to the kitchen area I was able to locate the isolation tap (a stop cock had been used) and therefore turn off the cold water to the downstairs shower room. This was completed within the first 15 minutes of my arrival. I was then able to remove the front cover of the shower and ascertained that the 15mm compression elbows olive had worked loose causing the water to leak under pressure. I replaced the elbow with a temporary fix using a straight 15mm service/isolation valve this was in order to turn the cold water back on to the room."

From that report, I find that the plumber initially turned off the cold water supply to the shower room – which may also have had sanitary ware such as a hand basin or toilet. The plumber then did a temporary fix to the shower unit. He then restored the cold water supply to the room.

I can understand why Mr D complained that British Gas should've done more for him. And at the end of July a British Gas manager took the view that its engineer should probably have isolated the leak.

But I think the problem had been with the shower. And British Gas hadn't been obliged to turn off the water supply or to work on the shower. So I don't find that British Gas had treated Mr D unfairly by leaving the shower leaking. And I don't find that British Gas caused the continuing damage.

The plumber's report continued as follows:

"Due to the length of time the water has been leaking and the location of the leak, the water had soaked into the wall behind the tiles. This was noticeably due to the colour change and dampness within the grout below the shower, at approximately 60-80cm below. Unfortunately I informed Mr D that the water damaged wall needs to be taken back for it to dry out sufficiently, this would mean removing tiles and plaster back to the brick work and would need to be left until completely dry before renewing the plaster and tiles.

The cost for my investigation and temporary repair was £65, however to rectify the water damage I would estimate the repair to cost between £400 and £600 depending on the new tiles chosen."

Damage caused by escape of water is normally covered by household insurance. Mr D has told us that he involved his household insurer, but he hasn't told us the outcome of that.

I've found it likely that the shower had been leaking before Mr D rang British Gas. I accept his statement that – after its engineer's visit - he couldn't afford to buy a new shower. But Mr D knew the shower was leaking throughout May and into June – and he left it leaking. So, even if I'd thought British Gas should've isolated the leak in late April, I wouldn't have found that British Gas caused the continuing damage.

And I don't think it's possible for Mr D to show what damage happened when.

For the above reasons I don't find it fair and reasonable to order British Gas to compensate Mr D for any of the damage.

In fact, British Gas offered – in its final response letter in early August - to reimburse the £65.00 cost of Mr D's plumber. It added £20.00 as a goodwill gesture and sent Mr D a cheque for the total of £85.00.

I think that was more than fair in the circumstances. I don't find it fair and reasonable to order British Gas to do any more in response to Mr D's complaint.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 28 December 2018.

Christopher Gilbert
ombudsman