

complaint

Mr and Mrs S complain that British Gas Insurance Limited gave poor service under a home emergency insurance policy.

background

Mr and Mrs S both work as contractors – with no paid time off. Mrs S has told us that they have two disabled children. Mr and Mrs S have a bathroom above the kitchen and another bathroom. But one of the children will not use that other bathroom.

Where I refer to British Gas I refer to the insurance company of that name and I include its plumbing and drainage company, its engineers and others for whose actions I hold British Gas responsible.

Mr and Mrs S had cover for their central heating system, electrics, plumbing and drainage. They contacted British Gas for help with a leak through the kitchen ceiling. They complained about the response they received.

our investigator's opinion

Our investigator recommended that the complaint should be upheld. She thought that it was unfair that British Gas twice falsely confirmed the cause of the leak from a shower. She recommended that British Gas should:

1. apologise to Mr and Mrs S for the engineer being asked to leave their property; and
2. make a payment of £200.00 for the distress and inconvenience caused to Mr and Mrs S.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr and Mrs S and to British Gas on 4 February 2019. I summarise my findings:

I didn't think Mr and Mrs S had shown that British Gas caused them the costs of the work to the shower. And they hadn't provided enough detail to support their claim for loss of earnings.

The policy terms only required British Gas to fill in the holes and leave the ceiling level. And I didn't think Mr and Mrs S had shown enough evidence that British Gas fell below a reasonable standard in doing that.

But I found that British Gas didn't communicate as well as it should have. And I didn't doubt that this caused Mr and Mrs S some extra inconvenience and upset at an already difficult time for them.

I was minded to agree with the investigator that £200.00 is fair and reasonable for distress and inconvenience.

Subject to any further information from Mr and Mrs S or from British Gas, my provisional decision was that I was minded to uphold this complaint in part. I intended to direct British Gas Insurance Limited to pay Mr and Mrs S (jointly) £200.00 for distress and inconvenience.

British Gas hasn't responded to the provisional decision.

Mr and Mrs S disagree with the provisional decision. She says, in summary, that:

- One of their sons is unable to use the other bathroom because of his autism. So they had to travel to a family member's house, for a year.
- British Gas recommended the second tiler who used the wrong grout.
- British Gas re-grouted, without first telling Mr and Mrs S, giving them no opportunity to call back the second tiler. At this stage British Gas said they had "*fixed the problem*" which they hadn't.
- If the grouting wasn't covered then British Gas shouldn't have touched it. Mr and Mrs S should've had the opportunity to recall the second tiler.
- Mr and Mrs S didn't ask British Gas to re-grout. They wanted them to locate the leak. British Gas was adamant it was the grouting.
- On 21 July 2017 Mr and Mrs S refused to sign the job sheet. The shower tray was not moving at all. The engineer said he didn't know what was causing the leak but if it wasn't the grouting it must be the tray. Yet British on 26th July re-grouted again.
- There was never a leak from the shower door.
- On 25 August 2017 the engineer, who had attended a few times, wanted to get to the bottom of the leak. He said he would remove the shower tray, even though they still thought it was the grouting. After removal, if it was found to be the shower tray at fault it wasn't covered, Mr and Mrs S agreed to pay for that.
- British Gas still hadn't properly diagnosed the leak.
- On 18 October 2017 the bathroom company confirmed it was the grouting and not the tray that was leaking. The company was unable to replace the original shower tray. Mr and Mrs S – not the company - asked for the extra work to be done on the floor of the shower.
- British Gas left the ceiling not level and in a bad state.

my findings

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

Mr and Mrs S had had British Gas cover for several years. The policy terms for the year from 17 December 2016 were the British Gas terms dated October 2015.

Mr and Mrs S have given a timeline which is more detailed than the British Gas file. So where Mr and Mrs S have recorded a visit and British Gas has not, I prefer Mr and Mrs S's timeline.

I have no reason to doubt Mr and Mrs S's statement that in December 2016 they called British Gas about a leak staining the kitchen ceiling. And its engineer said he had fixed small leaks in the shower trap and the bath trap.

British Gas published new policy terms dated February 2017.

Under both versions of the policy terms, there was cover for leaks from hot or cold water pipes and leaks from waste water pipes. But the policy didn't cover showers, seals or grouting. In my view the policy didn't cover leaks from the shower tray or shower enclosure.

So I don't agree with Mr and Mrs S that they were paying British Gas a monthly fee for expertise to diagnose the cause of leaks from showers.

As the stain had got worse, a British Gas engineer visited again on 28 April 2017. He cut holes in the kitchen ceiling to get a better view. He said the leak was because of gaps in the grouting around the shower.

So Mr and Mrs S arranged for a local tiler to come on 5 May 2017 and re-grout the whole of the shower area. They say they paid him £100.00 cash. But the leak continued.

On 18 May 2017, a British Gas engineer said the grouting wasn't good enough. He put Mr and Mrs S in touch with a second tiler. I don't find that British Gas had assumed responsibility for the work of that tiler. He re-grouted the shower, at a cost of £80.00. But the leak continued.

On 23 May 2017 a British Gas engineer said that the tiler had used the wrong product. So on 29 May 2017 the tiler again re-grouted. But the leak continued. Again I don't find that British Gas had assumed responsibility for the work of that tiler.

From its records, I think British Gas visited on 6 June. Mr and Mrs S say they also spoke to British Gas on 12 June 2017 and 19 June 2017. British Gas said the shower needed re-grouting. I think Mr and Mrs S had ample opportunity in June 2017 to call back the second tiler – but they chose not to do so.

British Gas attended again on about 10 July 2017. This time British Gas re-grouted the shower. I don't think it was obliged to do so.

The leak continued. And on 21 July 2017 a different British Gas engineer said there was excessive movement in the shower tray underfoot.

British Gas says that on 26 July 2017 it re-sealed the shower tray.

On 24 August 2017 a British Gas engineer removed and re-sealed at least part of the shower screen. But the leak continued.

On 25 August 2017 Mrs S rang the engineer. He said he would remove the shower tray and check underneath - but British Gas couldn't replace the shower tray under the policy.

On 19 September 2017 the engineer went up to the bathroom to start the job. But he said his manager had rung to tell him not to complete the job. So he left. Mr S rang to complain.

I accept Mr and Mrs S's statement that British Gas did not return their calls. I accept that they had to make more calls than they should have.

In a final response letter dated 10 October 2017 British Gas agreed that it was unprofessional for its engineer to be asked to leave Mr and Mrs S's property. But British Gas said it had gone over and above what was covered.

On 18 October 2017 Mr and Mrs S arranged for a bathroom company to remove the shower tray. The company said the shower tray was undamaged. But it fitted a new shower tray and re-grouted. I've seen the company's invoice. It included some work to the floor. The leak was fixed.

The bathroom company said water had been leaking through the silicone. I think that means the sealant on the horizontal join between the tiles and the tray.

I can see that Mr and Mrs S had been inconvenienced by the protracted search for a cure for the leak. That included telephone calls, time off work and having to make arrangements for their son to shower elsewhere.

I can also see that they hold British Gas responsible. But I would only hold British Gas responsible insofar as – keeping in mind the policy terms – I thought it had fallen below a reasonable standard of service.

In some respects it did fall below a reasonable standard. In particular it didn't communicate as well as it should've. It wasn't clear and consistent about what it would and wouldn't do under the policy. So it re-grouted when it didn't have to, and it turned up to do a job on 19 September and then didn't do it.

Whilst the old shower tray was undamaged, I find it likely that it had been moving underfoot so that it could not be fully sealed at the edges.

In the end the bathroom company fixed the leak. From its invoice I find it likely that it did so by repairing the floor under the old shower tray, fitting a new stone resin shower tray, refitting the shower screen and re-sealing.

Mr and Mrs S did not welcome the expense of this - particularly after the cost of the tilers.

But – as they fixed the leak – I find that the floor repair and shower tray replacement had been necessary all along.

I don't think Mr and Mrs S have shown that British Gas caused them the costs of the work to the shower. And they haven't provided enough detail to support their claim for loss of earnings.

Above all I have to keep in mind that the leak was from a shower enclosure and the policy didn't cover it.

In December 2017 British Gas made good the holes it had made in the kitchen ceiling the previous April. Mr and Mrs S later paid a decorator £100.00 to rub down the plastering and repaint the ceiling.

But the policy terms only required British Gas to fill in the holes and leave the ceiling level. And I haven't seen enough photographic or witness evidence to persuade me that British Gas fell below a reasonable standard in doing that.

But I have found that British Gas didn't communicate as well as it should have. And I do not doubt that this caused Mr and Mrs S some extra inconvenience and upset at an already difficult time for them.

The investigator recommended that £200.00 is fair and reasonable compensation for this. And I don't think British Gas has disagreed. I agree with the investigator that £200.00 is fair and reasonable for distress and inconvenience.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct British Gas Insurance Limited to pay Mr and Mrs S (jointly) £200.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 26 March 2019.

Christopher Gilbert
ombudsman