

## **complaint**

Mr O's complaint is about the handling of a claim under his home emergency insurance policy with British Gas Insurance Limited.

## **background**

In December 2017, Mr O reported that there was a leak from his bath. British Gas sent a contractor out to repair it. I understand the leak was found to be coming from the waste pipe. The contractors tried to remove the side panel but damaged it in the process.

The contractors agreed to replace the bath, bath panel and shower mixer tap, as a gesture of goodwill, which I understand they did on 5 January 2018. However, Mr O says that they did not seal the bath properly, resulting in water leaking causing damage to the ceiling and walls below the bathroom.

The contractors confirmed that the leak was due to failure of the bath seals but said this was specifically excluded from cover under the policy.

Mr O says that the damage was done as a result of poor workmanship and so British Gas is responsible. He says he and his family could not use the bath for some time due to British Gas's errors and they could not use the room below due to the water. Mr O also says the water leak damaged a mattress which had to be disposed of; and he suffered inconvenience in having to have time off work to attend all the various additional appointments that shouldn't have been necessary. Mr O has said he paid £210 to repair the bath (and has provided a copy of the invoice for this) and has provided quotes for the redecorating and making good the ceiling and walls below for £228. He also says he spent around £22 on phone calls and petrol.

British Gas offered £100 compensation for some failures in its service to Mr O but did not accept that it was responsible for any damage to Mr O's home, as it was caused by defective seals/grouting in the bathroom and this wasn't connected with the repair done in December 2017. British Gas also said that water damage would have been caused by the initial leak, described as "uncontrollable" at the time.

One of our investigators looked into the matter. He didn't think that British Gas had fulfilled its obligations under the policy, which included that it would "make good" any damage done in carrying out repairs under the policy. The investigator therefore recommended that British Gas pay the repairs to the bathroom and redecoration of the walls and ceilings, quoted at a total of £438, as above. He also recommend that British Gas pay Mr O £500 for the distress and inconvenience caused.

Mr O had also said he needed to dispose of a mattress that was water damaged but there was no further evidence that this was caused by the leak and so the investigator didn't think he could recommend that British Gas pay for a replacement.

British Gas initially did not accept the investigator's assessment but then subsequently indicated that it accepted that it should reimburse the costs of repairs. It queried the invoice as this was purportedly from the same contractor that provided estimates for the redecoration work but the format and appearance of the invoice was different from the estimates.

Mr O provided a further invoice on headed paper from his contractor. He told our investigator that British Gas's contractors contacted him direct and told him it was arranging payment of the costs of

making good their work with British Gas but no payment has been made. The matter has therefore 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.

The bath was replaced by British Gas's contractors but leaked within a few weeks of being fitted. At one stage British Gas suggested that the water was leaking as a result of damaged grouting between wall tiles, which would not have been its contractor's responsibility to fix but I am not persuaded by this. I've seen the photographs of the defective seals that British Gas says are to blame. There are visible gaps in the sealant between the bath and the wall tiles and it looks messy. It seems to me that applying sealant properly around the bath would be part of the job of installing a new bath. I am therefore satisfied that the defective sealant is a result of poor workmanship by British Gas's contractors.

British Gas therefore should have accepted responsibility for this from the outset and should not have considered this as a new claim and, having done so, rejected it as a matter not covered under the policy. The policy terms are in fact irrelevant here. British Gas is responsible, in my opinion, because its contractors failed to carry out work done under the insurance policy properly. I am therefore satisfied that British Gas should reimburse Mr O the cost he incurred in having the bath resealed. He has provided an invoice for this of £210. In the absence of any other evidence, while I note that initially this was a handwritten note and wasn't on headed paper, there seems to be no reason to doubt that this is what Mr O paid for this work.

British Gas says that the water damage to the walls and ceiling below the bathroom would have occurred during the initial leak in December 2017. I agree it is likely that some water would have gone through the ceiling below in December 2017, given the leak was found to be from the bath waste pipe, which is underneath the bath. However, I've not seen any photographs of the extent of that at the time and there are no notes in the papers provided to me from British Gas's contractors that would help assess the amount of water damage apparent then.

What is apparent is that water continued to leak for around six weeks after the new bath was fitted as a result of poor workmanship by the contractors, so it seems to me that any existing water damage would have been made worse by this. In view of this I agree with the investigator that British Gas should pay the costs of putting that right. Mr O has provided some estimates for this work but I think it would be reasonable for Mr O to provide invoices once he has had the work done, and for British Gas to reimburse him.

I'm not persuaded that there is enough evidence to require British Gas to pay for a replacement mattress as there is no supporting evidence in relation to this; nor is there sufficient evidence of any additional petrol costs.

Finally, I also agree with the investigator that some additional compensation is warranted for the distress and inconvenience caused to Mr O and his family by the handling of this claim, including: the inconvenience caused by breaking the bath in the first place; having to have it replaced and the time that took; incorrectly rejecting Mr O's request for reimbursement; the time taken by Mr O to deal with the matter, such as attending the contractors and arranging the additional repairs; phone calls; and the delays by British Gas in handling this complaint. I agree that £500 overall is appropriate.

**my final decision**

I uphold this complaint and require British Gas Insurance Limited to:

- reimburse Mr O for the cost of repairs to the bath seals of £210;
- reimburse Mr O the cost of redecoration of the ceiling and walls in the room below, on production of sufficient evidence of the amounts paid for this; and
- the sum of £500 compensation for the distress and inconvenience caused by its handling of this matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 26 December 2018.

Harriet McCarthy  
**ombudsman**