

complaint

Mrs G complains that because of poor customer service by plumbers instructed by British Gas Insurance Limited ("BGI") under her home emergency insurance policy, an initial leak from her cold water supply tank wasn't properly dealt with resulting a greater ingress of water shortly afterwards.

background

Mrs G owned a property which she rented to a tenant. She had a home emergency insurance policy with BGI which included plumbing services.

In July 2018, water started dripping from a ceiling so the tenant called on BGI under the policy. BGI arranged for a plumbing company to attend. The plumber told the tenant there was a split in the header tank above the ceiling. He said the tank would be emptied and the water switched off. So until the tank was replaced the tenant wouldn't be able to live in the property.

At that stage Mrs G says the visible damage was relatively slight – small damp patches on bedroom and lounge ceilings, and damp on the carpets and some furniture. Dehumidifiers were put in to dry the property out. Two days later, the tenant returned to the property to collect some belongings. They found there had now been a major leak which had caused much more damage.

Mrs G claimed under her separate household insurance policy. The insurer arranged for the ceilings to be taken down and replaced, and for the rooms to be redecorated. Mrs G complained to the plumbers. On a second visit by the plumbers, it transpired that on the first visit the plumber found there was a split half way up the side of the header tank. So he reduced the water level on the tank to below this split and shut off the water supply. However there was a further split in the bottom of the header tank which continued to leak and caused the further damage.

Although she had property insurance, Mrs G had to pay the £250 excess on her policy. And she had to replace carpets at a cost of £410 which weren't covered by the property insurance. She complained to the plumbers that she was £660 out of pocket. Initially the plumbers said they would reimburse this amount. But BGI then became involved and said that under her policy neither the plumbers nor BGI were responsible.

BGI said damage to the property had already been caused when the plumbers arrived on their first visit. BGI and its plumbers hadn't caused the damage to the tank. So it didn't accept it was liable for the cost of the repairs. It thought the damage was such that Mrs G would always have had to claim under her household insurance.

BGI paid Mrs G compensation of £60 in total – £30 because of the inconvenience of a further visit by the plumbers being required, and a further £30 because the plumbers originally said they would reimburse Mrs G.

Mrs G didn't accept this offer, which she thought was totally inadequate. She said that if the header tank had been drained properly and the water switched off at the time of the first visit, she wouldn't have had to make a claim on her household insurance. So she wouldn't have had to pay out the £250 excess, and the carpets would have been dried out by dehumidifiers.

Our investigator recommended that this complaint should be upheld in part. She said that water was already leaking through the ceiling at the time of the plumbers' first visit. So she thought there was already a significant leak, and significant damage that Mrs G or her household insurers would have had to repair. She didn't think the additional damage caused by the further leaking was significant in this context.

However she thought BGI could have handled the claim better, and the plumbers had initially said they would reimburse her and had then gone back on this. So she recommended that BGI pay Mrs G a total of £150, inclusive of the £60 it had already paid her, for the distress and inconvenience it had caused her.

BGI responded to say, in summary, that it wasn't responsible for the initial leak, which caused Mrs G distress and inconvenience. It didn't think the further leaking added significantly to the damage already caused, and to Mrs G's distress and inconvenience. It thought the £60 it had already paid her was fair compensation in the circumstances.

Mrs G reiterated that the damage to the property and carpet was minimal after the first leak. As BGI was responsible for the second leak because its plumber failed to pick up the further split in the tank on the first visit, she still thought BGI should reimburse her household insurance excess and the cost of replacing the carpet.

my findings

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

With water damage it often takes some time for the water to flow all the way through and for the full damage to become apparent. I understand that Mrs G believes that if no further water had come through after the first visit she wouldn't have needed to make a claim on her household insurance, and her carpet wouldn't have needed to be replaced. But I'm not convinced that this would necessarily have been the case.

Given that on the first visit the water was apparently switched off, and the level of water in the tank was reduced below the split in the side, it's not clear how much water was left in the tank to flow through the split in the bottom of the tank, and how much further damage this would have caused.

All in all, I'm not persuaded that it would be reasonable for me to require BGI to reimburse Mrs G her household policy excess and the cost of replacing her carpet.

I do think the first plumber should have checked there were no other splits in the tank, and should have drained it fully. He didn't, and Mrs G found that the leak hadn't been stopped and was continuing. I think this added to the distress and inconvenience she suffered. I think fair compensation for this, for the extra visit that was required, and for the plumbers saying they would reimburse her and then going back on this, is that BGI should pay Mrs G £150 in total, inclusive of the £60 it has already paid her.

my final decision

My decision is that I uphold this complaint in part, and order British Gas Insurance Limited to pay Mrs G compensation of £150 in total, inclusive of the £60 it has already paid her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 24 October 2019.

Lennox Towers
ombudsman