

## **complaint**

Mr N complains about what British Gas Insurance Limited ("BGI") did when he called on it under his home emergency insurance policy to repair a leak.

## **background**

Mr N had a home emergency policy with BGI. Mr N had tenants living in the property. They discovered water coming through his kitchen ceiling from the bathroom above. He called BGI who arranged for a plumber to attend. The plumber identified that the floor tiles in the bathroom were cracked and there was no shower curtain. Mr N says because the leaking continued a second plumber attended the property a couple of days later. This plumber identified that the bathroom tiles were cracked and the grout had deteriorated. Mr N says because of this he changed his bathroom floor and installed a shower curtain but the leaking continued.

A third plumber from BGI attended the property and identified that the bath waste pipe was disconnected and the taps were leaking. The plumber reconnected the waste pipe and a few days later BGI replaced the taps. This resolved the leak.

Mr N says he wouldn't have replaced the bathroom floor if BGI didn't recommend that he did so and he says the kitchen ceiling wouldn't have been as damaged if BGI had identified the cause of the leak earlier. Mr N would like BGI to cover the costs of replacing the bathroom floor, installing the shower curtain and repairing the kitchen ceiling. Mr N is also unhappy with the service he's received from BGI.

BGI says the bathroom floor tiles and kitchen ceiling were already damaged. So it offered £125 towards the cost of replacing the bathroom floor tiles which covers 50% of the costs Mr N paid for replacing the bathroom floor and installing a shower curtain. BGI also offered £250 towards the cost of repairing the kitchen ceiling which covers around 53% of the costs Mr N paid for this work. BGI acknowledges its service could've been better so it offered Mr N £209.12 of which it says £29.12 amounted to four months premium for plumbing and drains cover under his HomeCare policy as a gesture of goodwill.

Mr N was unhappy with this so he brought the complaint to our service. Our investigator looked into the complaint and she thought the offer of £250 towards the cost of repairing the kitchen ceiling and the offer of £209.12 for the inconvenience caused was fair. The investigator thought Mr N replaced the bathroom floor unnecessarily as BGI were not able to say that the cracked floor tiles caused the leak. She thought BGI should pay Mr N £250 to cover the full costs of Mr N replacing the bathroom floor and installing a shower curtain.

Mr N and BGI didn't agree and asked for an ombudsman to consider the complaint. Mr N says the kitchen ceiling wasn't already damaged so the full costs of repairing it should be covered. BGI says the bathroom floor tiles were already damaged so it doesn't agree it should pay the full costs of repairing it, so the complaint has been passed 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. I've decided to uphold Mr N's complaint in part - I'll explain why.

An insurer's rules and regulations say that it must handle claims promptly and fairly. Part of doing this puts a reasonable expectation on BGI to investigate the cause of the damage and provide reasonable guidance on what is needed to put the damage right. BGI's policy terms and condition says, *"Our engineer will use their expert judgement to determine how the damage was done"*. So I've considered whether BGI has acted in accordance with this.

Mr N says that BGI should've identified that the bath waste pipes were disconnected and that the taps were leaking when it first visited the property. If it had done so, Mr N says that whilst the bathroom floor tiles were cracked he wouldn't have replaced them. Mr N says he replaced his bathroom floor and installed a shower curtain because BGI recommended he did so.

BGI says the bathroom floor tiles were already damaged and were part of the problem of the water leaking through to the kitchen ceiling below. So it says its recommendation to have the cracked floor repaired was correct and its policy doesn't provide for it to cover the costs of this. BGI's policy cover provides for it to stop a leak in an emergency and not to pay for any damage resulting from the leak.

I can see that it took BGI three visits by its plumbers to identify the cause of the leak. As I've said above, BGI policy terms say that its engineers will determine how the damage was done and its rules and regulations set out that a claim will be handled promptly. So I think it should've identified the cause of the leak sooner. Had it done so, I don't think Mr N would've replaced the bathroom floor or installed a shower curtain. I say this because, even after Mr N replaced the bathroom floor and installed a shower curtain following the recommendation made by BGI, the leak continued. This suggests these issues weren't the cause of the leak. The only reference I can see regarding the bathroom floor by BGI's plumber is a cracked tile. So I think that if Mr N hadn't been led to believe these were the issues, I don't think he would have been inclined to pay to carry out the work. So I think BGI should pay Mr N £250 which covers the full costs of Mr N replacing the bathroom floor and installing a shower curtain which I think is fair and reasonable in these circumstances.

Mr N says that BGI should also cover the full costs of repairing the kitchen ceiling as its failure to identify the cause of the leak sooner meant the ceiling was damaged. BGI says it didn't cause the leak so it shouldn't cover the full costs of repairing it. BGI says Mr N's tenants at the property told its plumber that some of the damage to the ceiling was pre-existing. Mr N says he had an inventory completed before his tenants moved in which doesn't show that there was pre-existing damage to the ceiling.

Mr N's HomeCare cover with BGI provides for getting access and making good a repair. It doesn't cover damage to the property. I understand Mr N says there was no damage to the kitchen ceiling before his tenants moved in but Mr N called BGI because his kitchen ceiling was leaking, so there would have been some damage to the kitchen ceiling before BGI's plumbers attended the property to identify the cause of the leak. So I think BGI's offer of £250 which is around 53% of what Mr N paid towards the cost of repairing the kitchen ceiling is fair and reasonable in these circumstances. I say this because as I've said above, I think BGI should've identified the cause of the leak sooner and had it done so, I think the damage to the kitchen ceiling would've been reduced.

Mr N is unhappy with the service he's received from BGI. He says BGI didn't call him back at times and that there were delays. BGI accepts that some of its service was poor, some of its visits were unproductive and there were delays so it offered Mr N £209.12. Mr N also says that on one occasion BGI's plumber attended the wrong address. I've considered whether the offer BGI made was fair and reasonable and I think it was in the circumstances of this case. I say this because I think the offer recognises the level of impact this inconvenience would've had on him, so I don't think BGI needs to do any more here.

### **my final decision**

For the reasons set out above, my decision is that I uphold this complaint in part, and order British Gas Insurance Limited to do the following if it hasn't already done so:

- pay Mr N £250 for the cost of replacing the bathroom floor and installing a shower curtain and add 8% simple interest\* from date of payment to date of settlement.
- pay Mr N £250 towards the cost of repairing the kitchen ceiling and add 8% simple interest\* from date of payment to date of settlement.
- pay Mr N £209.12 for the trouble and upset caused

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 19 April 2019.

\*If British Gas Insurance Limited considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr N how much it's taken off. It should also give Mr N a certificate showing this if he asks for one, so he can claim the tax from HM Revenue & Customs.

Asia Khanam  
**ombudsman**