

complaint

Mr S complains that British Gas Insurance Limited is responsible for poor service in connection with a home emergency insurance policy.

background

Mr S had a British Gas policy that covered central heating and plumbing and drainage repairs. That was subject to an excess or fixed fee.

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

Mr S called for help with a leak of water in his upstairs bathroom. He complained that – after visits from British Gas – he had suffered damage to the kitchen ceiling below.

In a final response letter, British Gas said it was sending a payment of £130.00.

Our investigator didn't recommend that the complaint should be upheld. She thought that there had been a shortfall in the service. But her opinion was that £130.00 was fair and reasonable in the circumstances. She didn't think that there was enough information to suggest that British Gas caused the damage to the ceiling.

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

- The shower pipe was blocked. British Gas fixed the blockages.
- When resolving the blocked pipe, British Gas caused a crack in a waste pipe.
- Mr S called British Gas again. It had to cut a hole out of the kitchen roof. British Gas found the pipe had a crack and allowed water from the shower to escape and cause ceiling damage.
- He paid £30.00 for an engineer to come out and also a further £60.00 (a total of £90.00) to British Gas. £130.00 in return doesn't make any sense.
- He needs more compensation to fix damage British Gas caused to his kitchen. That is a very serious health hazard now and it's unsafe to cook as there's heavy mould on the peeled wall paper.

my findings

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

Leaks sometimes come from plumbing or drainage that is concealed by surfaces such as floors, ceilings or walls. The policy included cover for making access and – after a repair – making the surface level. It didn't cover re-surfacing work such as re-tiling. So British Gas had to ask for consent to proceed with making access through a ceiling for example.

The policy didn't cover water damage unless British Gas caused it. And it didn't cover damage normally covered by household insurance. The policy didn't cover showers. And it didn't cover items that had been poorly installed.

From the renewal letter I see that the policy excess was £60.00

Mr S already had a problem when he contacted British Gas on 27 December 2018. He had a water leak in the bathroom. That's why he contacted British Gas. From the British Gas records, I find that the leak had already caused some damage to the ceiling below. That kind of damage is usually covered by home buildings insurance.

British Gas visited the next day. I can't say that was unreasonable. Mr S has referred to a replacement bag for the toilet cistern. And I've seen a photograph of a bag. Someone has annotated the photo to indicate a replacement. But I think that means the replacement item was packaged in the bag. From the records, I find that British Gas replaced the toilet fill valve.

On 5 January 2019 Mr S reported that water was still leaking through the ceiling. British Gas led Mr S to believe it would visit on 7 January 2019.

But British Gas didn't visit that day. Mr S hasn't provided enough detail to show that he took time off work or lost earnings. But I accept that the broken appointment caused him extra distress and inconvenience at an already difficult time.

British Gas visited on 10 January 2019 and tightened the bath overflow. It wanted to make access under the bath but Mr S didn't agree. No doubt Mr S or his wife used the bath after 10 January. He reported that the leak had continued.

British Gas visited again on 17 January 2019. This time Mr S agreed to British Gas making access under the bath. And British Gas found a leaking overflow pipe – which it repaired. I think that stopped the leak. I don't see how it could've done so any sooner – given that Mr S hadn't consented to making access.

In the usual course of events, I think Mr S was waiting for his ceiling to dry out before he redecorated.

Mr S contacted British Gas again about a blocked shower tray. It visited twice on 24 January 2019. I accept that – while using a rotating device to clear the blockage - British Gas accidentally drilled a hole in the flexible rubber waste pipe.

As there was a blockage, I find it likely that there was an escape of water through the hole. But I accept the statement from British Gas that it repaired that pipe the same day.

I think Mr S is attributing most or all of the water damage to British Gas. But I've found he'd had water damage since he first contacted British Gas in late December. The leaks were from the toilet and the bath overflow as well as from the hole in the flexible pipe. Mr S hasn't been able to show what damage happened when.

So he hasn't been able to show that British Gas caused water damage to his ceiling. And that type of damage is usually covered by home buildings insurance. So – keeping in mind the terms of the British Gas policy - I don't find it fair and reasonable to direct British Gas to pay any more than it has already paid Mr S.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct British Gas Insurance Limited to do anything more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 29 November 2019.

Christopher Gilbert
ombudsman