

complaint

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

background

Mrs B's home has an annexe downstairs for her parents. Her father has health issues and can't get upstairs. He can only use the downstairs bathroom.

Like most people, Mrs B had home buildings insurance that covered damage caused by escape of water.

Mrs B also had British Gas HomeCare insurance that covered a number of things including central heating and plumbing and drainage.

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 that insurance company responsible.

Mrs B called for help with issues with the drainage from her downstairs bathroom. She complained that there was a smell and a leak but British Gas declined to help her for months and then left her in a mess.

our investigator's opinion

Our investigator recommended that the complaint should be upheld in part. She thought it possible British Gas could have identified the leak when it first visited in February 2018 rather than eight months later in October 2018. She said its delays and lack of effort in seeking the cause of the leak had caused upset and frustration.

She said British Gas caused further unnecessary distress when it gave misinformation about why it couldn't do certain work. It sent the wrong engineer out on some occasions which further wasted Mrs B's time.

The investigator said British Gas had offered a total of £240.00 (sic) for distress and inconvenience caused by its service and misinformation. She recommended that British Gas should pay Mrs B – in addition - a further £310.00 for distress and inconvenience (a total of £550.00).

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mrs B and to British Gas on 28 October 2019. I summarise my findings:

Where I did find that British Gas fell down was in incorrectly assuming there was a leak from the macerator. That meant that time was lost. Mrs B hasn't been able to show what damage happened when. But she had to live with damp affecting her family for longer than if British Gas had made access to the leak earlier in 2018.

This caused her inconvenience and distress including concern for her father's health.

The investigator recommended compensation of £550.00. That's more than I would've directed. But British Gas accepted that figure so I found it fair and reasonable to adopt it. That's in addition to its payment of £210.00 in late April or May 2018 but not in addition to the cheque it sent in November 2018 which Mrs B told us she hadn't paid in.

Subject to any further information from Mrs B 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 Mrs B – in addition to its payment of £210.00 in late April or May 2018 – a further £550.00 for distress and inconvenience.

Mrs B accepted the provisional decision.

British Gas hasn't accepted the provisional decision. It says, in summary, that it is unaware that it agreed to this figure.

my findings

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

Home emergency policy terms

Plumbing and drainage problems often involve accessing a leak covered by a floor, ceiling or wall. The policy covered such "making access" as well as certain repairs. It also covered making a surface level after repairs– but not re-surfacing such as re-tiling.

The policy excluded showers and their parts. It also excluded macerators.

The policy excluded faults existing since installation.

The policy didn't cover water damage unless British Gas caused it.

Mrs B's home

Mrs B had a bathroom with a toilet next to another small room with just a toilet. Each of the two toilets had a macerator. The main function of each macerator was that it took foul water from the flushed toilet and macerated it and pumped it into a waste pipe narrower than a traditional four-inch diameter soil pipe.

The fitting of a macerator indicates a lack of space or a lack of fall, or both.

I accept Mrs B's statement that in about 2014 professionals fitted the bathroom for her father. He had a double-sized shower cubicle with a seat fitted inside. There was a glass shower door on top of part of the shower tray.

He had a raised toilet with a bidet fitted. From what Mrs B has said, the macerator in the bathroom was behind some tiling.

From what I've seen, I think the macerator for the bathroom toilet also took the water from the shower tray. I know that some macerators are designed to do this, subject to an

adequate fall from the shower tray to the macerator. Mrs B had a non-return valve between the shower tray and the macerator.

What happened

From later photographs showing extensive wet rot, I find it likely that water had started leaking before 2018.

In February 2018 Mrs B called for help with a blocked shower drain. British Gas attended and cleared the blockage.

In April 2018 British Gas attended again. It declined to do any work, saying the problem related to the macerator which wasn't covered under the policy.

Mrs B instructed her own plumber. He replaced the non-return valve at a cost of £180.00.

Mrs B complained that British Gas should've replaced that valve. In a final response letter on 4 May 2018 British Gas said it would reimburse the £180.00 and pay a further £30.00 (a total of £210.00).

By September 2018, leaking water had made the carpet wet in Mrs B's father's bedroom. British Gas attended again. It again said the problem was the macerator which wasn't covered. So again no work was completed.

On Sunday 28 October 2018 Mrs B says the main bathroom floor flooded, and the carpet in the hallway was soaked. She took the boxing off the pipe work to reveal that it was leaking. She contacted British Gas and it visited again.

The following Friday British Gas took out the shower screen and tray. British Gas fixed leaks from a "T" junction and from the non-return valve.

I accept that British Gas initially said it would re-fit the shower. But I think the removal of the shower showed very extensive water damage which was bound to involve lengthy drying-out and a claim on the home buildings policy.

The buildings insurer said the leak was from the shower trap. But I find that the leaks weren't from the shower or the macerator but from the intervening pipe.

In a final response letter in November 2018, British Gas said it was sending Mrs B a cheque for £210.00. That was its second cheque for that amount.

By April 2019 the buildings insurer had paid for repairs including a new shower in the bathroom.

Consideration and conclusion

Mrs B and her family suffered with damp and flooding for some months. And in the end they suffered the upheaval of extensive repair work in several rooms. She had to make a claim on the building insurance and bear an excess of, I think, £450.00.

But all that was caused by a leak that I've found had been there before British Gas got involved. So I don't find that British Gas caused the leak, the flooding, the upheaval or the need to make the buildings insurance claim.

As it turned out, the multiple leaks and the lack of fall to the macerator showed that the waste pipe had probably had a fault since it was installed – so British Gas didn't have to repair it.

British Gas couldn't have replaced the shower before the buildings insurer replaced it and so it doesn't need to pay compensation for that.

Where I do find that British Gas fell down was in incorrectly assuming there was a leak from the macerator. That meant that time was lost. Mrs B hasn't been able to show what damage happened when. But she had to live with damp affecting her family for longer than if British Gas had made access to the leak in September 2018.

I don't doubt that this caused her inconvenience and distress including concern for her father's health.

The investigator recommended compensation of £550.00. And that's more than I would've directed. But British Gas accepted that figure so I find it fair and reasonable to adopt it. That's in addition to its payment of £210.00 in late April or May 2018 but not in addition to the cheque it sent in November 2018 which Mrs B told us she hadn't paid in.

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 Mrs B – in addition to its payment of £210.00 in late April or May 2018 – a further £340.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 20 December 2019.

Christopher Gilbert
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