

complaint

Mr and Mrs L's complaint is about the handling of a claim under a home emergency insurance policy with British Gas Insurance Limited. They say that British Gas's contractors caused damage to their property.

background

In September 2017, Mr and Mrs L reported to British Gas that there was a leak from an upstairs basin tap. British Gas sent a contractor out who replaced the mixer tap. Around three days later, Mr and Mrs L reported that there was an uncontrollable leak coming from the basin through the kitchen ceiling below.

The contractor attended and said the leak was coming from the new tap, which was too small. The contractor isolated the tap and returned on 4 October 2017 (around two weeks later) to replace the basin mixer tap again. I understand this has resolved the leak but Mr and Mrs L say considerable damage has been done to their property as a result. Mr and Mrs L say the sink, bathroom floor, kitchen ceiling and kitchen all need replacing, at a total cost of around £30,000. They also say the replacement has been poorly fitted.

British Gas says it surveyed the property and the damage to the kitchen ceiling and walls is a result of previous, longstanding water damage, as the stains are "aged". British Gas says this is likely to have been caused by water repeatedly leaking through damaged seals around the bath. British Gas did, however, offer compensation of £110 for the fact the tap was not repaired properly.

One of our adjudicators looked into the matter and upheld it in part. She considered that the evidence did support that the work done by British Gas's contractor in September 2017, had caused a leak. However, she thought that there was not enough evidence of the extent of the damage caused by this. She recommended that Mr and Mrs L get a plumbing engineer to investigate and provide a report. If that supported their position that British Gas had caused the damage to the kitchen, then the cost of the report should be reimbursed and British Gas should pay for the damage to be repaired.

The adjudicator also thought that the compensation for the general handling of the claim should be increased to £250.

Mr and Mrs L did not accept the adjudicator's recommendations. They provided a number of photographs of the damage to their kitchen and the bathroom and quotes for a new kitchen and the other repairs. They are reluctant to pay for an expert's report without a guarantee that British Gas will have to reimburse the cost of that.

Mr and Mrs L have made some further submissions, which I've summarised below:

- They do not think they should have to provide any more proof. There is evidence that British Gas did a "shoddy" job on their property and ample photographs of the damage this caused. They have provided quotes of the cost of repairs as requested. It's unfair given all this that they are expected to provide more and more evidence when British Gas is just sitting back.
- British Gas confirmed in a telephone call that they would be compensated for the damage caused and this should now just be done.

- British Gas said it would send a surveyor to assess the damage but it lied - he was not qualified to assess the damage as he was just a painter and decorator.
- They don't want British Gas to fix the property if it is determined it is responsible, they will get their own contractors to do it.
- British Gas's contractor was rude and swore when he came to their house and Mr L pointed out he had asked for a different tap.
- British Gas also took many photographs of the damage but has not provided these.
- The sink continually blocks now which never happened before British Gas attended. They have spent a lot of money unblocking it regularly.

British Gas doesn't accept the adjudicator's assessment either. It says its offer of £110 compensation in total to include for the inconvenience caused by two unproductive visits and the time taken to deal with the complaint is adequate.

As the adjudicator was unable to resolve the complaint, it 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.

It seems clear that British Gas's initial contractor's work was inadequate when replacing the mixer tap, as its own notes confirm that it was the wrong size. And an internal file note dated 3 November 2017 shows that British Gas acknowledges this: *"can be seen clearly from the notes that the tap installed by the engineer was not fit for purpose"*

However, the crux of this complaint is whether it is this error that was the sole or overriding cause of the damage to Mr and Mrs L's property, as they are claiming. Mr and Mrs L are adamant that it was. British Gas says that the staining to the ceiling and walls in the kitchen below are "aged" and have therefore been there for some time (probably as a result of broken seals around the bath).

Mr and Mrs L have provided a number of photographs which show the extent of the damage but they don't prove the cause of the damage. I can see that there is staining, which normally occurs sometime after a water leak has dried out. This does therefore suggest that there have been other water leaks prior to this incident. Clearly there was a further leak and this will have caused some additional damage but on the evidence currently available I can't be precise about the extent of any additional damage caused. Given this, it is difficult for me to conclude that the damage to the kitchen ceiling is a direct result of this error by British Gas. And there is little evidence of damage to the kitchen units themselves and why the entire kitchen would need replacing.

In a telephone call British Gas did say Mr and Mrs L should be compensated, if the contractor confirmed it was at fault for the damage. The contractor however, later said it was not at fault and the damage that Mr and Mrs L say has been done to their property is not as a result of its error. I don't therefore accept that British Gas is bound by this conversation to pay the quotes that Mr and Mrs L have submitted.

If Mr and Mrs L can provide expert evidence that this damage was in fact caused because of the work done on that first visit, then that can be considered but on the current evidence there is not enough for me to be satisfied that British Gas is responsible for the damage to the kitchen and bathroom as claimed. It is for them to provide that proof.

I do, however, agree with the adjudicator that the sum of £250 compensation is more appropriate given the fact a simple repair to a dripping tap ended up in two additional visits and causing a leak that was not there previously.

Mr and Mrs L have also recently said that the sink now regularly blocks up. I can't make any finding about this, in the context of this decision, as it has not been mentioned before and I can't see that British Gas has had the chance to look into this yet. There's also no evidence that this is linked to the previous work or whether it is a new issue (which might be covered under the policy anyway). British Gas should be given the opportunity to attend to that, if Mr and Mrs L consider it is responsible.

my final decision

I uphold this complaint against British Gas Insurance Limited and require it to pay Mr and Mrs L the sum of £250 compensation for the distress and inconvenience caused by its handling of this claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs L to accept or reject my decision before 20 September 2018.

Harriet McCarthy
ombudsman