

complaint

Mrs N complains about how British Gas Insurance Limited (BG) dealt with her Homecare insurance claim. My references to BG include its agents.

background

In September 2017, Mrs N contacted BG about shower waste causing a stain on her downstairs ceiling. BG's contracted engineer attended and said the problem wasn't a plumbing issue but a problem with the grouting and Mrs N should also get a screen for the bath in case of water overflow. Grouting work isn't covered by the policy.

Soon after BG's visit Mrs N stopped living permanently at the property due to work commitments. She says her children lived there, she generally returned fortnightly and returned permanently in May 2018.

Mrs N says she noticed the damage to her ceiling in July 2018 when she returned from being away. She says someone removed some of the bathroom tiles to see if the leak was due to poor grouting, as BG had told her, but he said there wasn't much evidence of the leak coming through the tiles.

In July 2018 Mrs N called BG. Its engineer found the bath waste was dripping which it repaired.

Mrs N complained that BG missed the cause of the leak in September 2017. She said BG's error caused a lot of additional damage to the ceiling by the time it found the cause in 2018. She wanted BG to fix the ceiling and re-tile the removed bathroom tiles.

Ultimately our investigator thought BG hadn't missed the cause of the leak in 2017. It didn't need to repair or pay for any damage or work relating to the tiles.

Mrs N disagrees and wants an ombudsman's decision.

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 don't uphold this complaint. I'll explain why.

From what Mrs N has said, although there was some damage to her ceiling in 2017 she only noticed the extent of the damage to the ceiling in July 2018. That was ten months after BG's initial visit and two months after she said she returned permanently to the property. I've seen the photos she sent us of the ceiling in 2018. The ceiling has a hole and the staining looks extensive.

As Mrs N was returning to her property fortnightly it's more likely than not that she would have seen any damage on that scale much sooner than July 2018. I think the evidence strongly suggests that in a relatively short time the damage was caused by a different leak than the one BG found in 2017. Otherwise Mrs N would have seen the extent or build up of the damage before.

On balance, I don't think the bath waste leak was present when BG attended the property in 2017. That means it didn't miss the cause of the leak. There's also no evidence BG caused the leak. It isn't responsible for the damage that occurred as a result of the leak and doesn't need to pay for any repairs.

Mrs N has now accepted that BG isn't responsible for paying for the bathroom tiles to be removed and replaced, which she's now had done. For the avoidance of doubt, I don't think BG should pay for the work relating to the tiles.

my final decision

I don't uphold this complaint.

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

Nicola Sisk
ombudsman