

complaint

Mrs G complains that when she called on British Gas Insurance Limited ("BGI") under her home emergency insurance policy it failed to correctly identify the source of a water leak, with the result that her property has suffered damage.

background

Mrs G had a home emergency policy with BGI which covered, amongst other things, repairs to plumbing and drains. In December 2017, Mrs G called on BGI as there was water coming through the ceiling of her downstairs toilet from the bathroom above. BGI's engineer said he thought it was coming from her shower, and she should reseal the shower.

Mrs G says she resealed the shower, but the leak continued. She resealed the shower several times but the leak got worse and the ceiling below turned black. She says she asked BGI's engineers several times to cut a hole in the ceiling to find out where the leak was coming from, but they were reluctant to do so.

Eventually, in June 2018, a BGI engineer did cut a hole and found the leak was coming from the toilet cistern upstairs. BGI repaired this, but Mrs G was left with damage to the wooden floor and tiles upstairs, damage to the downstairs floor, ceiling and electrics and, she suspected, damage to the ceiling joists. She thought BGI should be responsible for repairing all this damage.

BGI said when it was first called out, the water leak would already have caused some damage. It wasn't responsible for this, and Mrs G would always have to have repaired this. It admitted that it had failed to locate the leak on the initial visit. It said its engineer would, under the terms of the policy, make good the hole it had cut in the ceiling to gain access.

As it wasn't responsible for all the damage caused by the leak, it said Mrs G should claim under her household insurance policy. Her insurer could then ask BGI for a contribution if it felt BGI had any liability.

Mrs G didn't want to claim on her household insurance policy as she felt BGI was responsible for all the damage she had suffered. So she complained to us.

Our investigator didn't recommend that this complaint should be upheld. She said BGI's records showed that it was first called about the leak in December 2017. The leak was misdiagnosed as a leaking shower tray and Mrs G was advised to reseal this.

According to its records, BGI engineers visited on other issues after that but Mrs G didn't call it out again about the leak until five months later. The investigator said that she would have expected Mrs G to call BGI about the leak much sooner if the repair BGI suggested hadn't worked. But BGI wasn't given the opportunity to fix the leak again until the end of May 2018. By this time there'd been significant damage.

If Mrs G had gone back to BGI about the leak sooner, the damage wouldn't have been so significant. So it wouldn't be fair to hold BGI responsible for the damage that took place when it wasn't aware of a problem.

Mrs G didn't accept the investigator's recommendation. She said she had followed the advice the engineer gave her on the first visit and kept trying to reseal the shower. She also

kept redecorating the downstairs ceiling, but it took some time for the leak to come through again. So BGI was at fault for misdiagnosing the leak.

my findings

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

Mrs G contacted BGI in December 2017 about a water leak coming through the ceiling of her downstairs toilet from the bathroom above. It's clear from the file that access to the source of the leak was difficult – a hole had eventually to be cut in the ceiling. BGI's engineer thought the problem, was a leaking shower tray and advised Mrs G to reseal this.

Mrs G followed this advice for several months, but the leak got worse. It wasn't until the end of May that she called BGI out again to deal with the leak. This time BGI's records show the engineer found two leaks. One was coming from where the shower screen met the wall and shower tray. The other was from the toilet cistern overflow pipe.

Like the investigator, I think Mrs G persevered too long trying to stop the leak by resealing the shower when this clearly wasn't working. I think she should have contacted BGI about the continuing leak much sooner after the initial visit.

Some damage is likely to have occurred already at the time of the initial visit. And I think further damage occurred during 2018 before Mrs G called BGI back to deal with the leak at the end of May 2018. So I can't reasonably say that BGI is responsible for repairing the damage that is now present.

Under the policy terms BGI agrees to provide cover of up to £1,000 for *"getting access and making good"*, which is defined as:

"getting to your boiler, appliance or system, to fix or service it and then repairing any damage we may cause in getting access to your boiler, appliance or system by replacing items such as cabinets or cupboards that we've removed and by filling in holes we have made and leaving a level surface – but we won't replace or restore the original surface or coverings, for example, tiles, floor coverings, decoration, grass or plants."

BGI has agreed to repair the ceiling hole its engineer made to obtain access to the leak. However this won't cover redecoration. Mrs G also says some tiles were damaged in the bathroom in the course of repairing the leak. BGI should make good any hole it made and leave a level surface. However it isn't required to replace any tiles that were damaged.

It appears that Mrs G has household insurance which would cover the damage that has occurred. I leave it to her to decide whether she now wishes to claim on it.

my final decision

My decision is that I don't uphold this complaint, and make no order against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 18 March 2019.

Lennox Towers
ombudsman