

## **complaint**

Mr M complains about what British Gas Insurance Limited ("BGI") did when he had a leak.

## **background**

Mr M has an insurance policy with BGI which covers repairs to the plumbing system in his home. He told us that he rang BGI on 7 June, when he saw a damp patch on his ceiling.

BGI sent a plumber out the same day. He said that the cistern inlet pipe was leaking in Mr M's bathroom, and he changed the pipe to the cistern.

Mr M rang again on 9 June. He told us that the leak wasn't fixed, it was getting worse. There was still water coming through the kitchen ceiling. A plumber attended on the same day, and said that there were no leaks from the bathroom. He said that the carpet was wet in the bedroom, and there was a leak on the heating pipes to the bedroom. There was also a problem with the boiler. So that plumber booked a gas engineer to come out the next day.

BGI sent that gas engineer out on 10 June. He said that there was a leak in the cold water pipe under the floor in the hallway. That leak was fixed by later the same day, by a plumber.

Our investigator upheld this complaint. He said that the key point was whether there were two separate leaks, or not. He thought that there was just one leak. He noted that the damp kept showing up in the same place, and the leak continued to impact the cold water supply. He also noted that there were only two days between the leak reports.

If there was just one leak, then the work that BGI's plumber did on the first visit didn't fix that leak. Our investigator thought that the damage had got worse between the first visit and when the leak was finally fixed. He said he thought that because at first it was simply a wet patch, and by the last call Mr M made, water was coming through the ceiling.

But our investigator said that he couldn't ask BGI to pay for those repairs, because he didn't have any information from Mr M about how much it would cost him to repair his floorboards. And our investigator said that this policy wouldn't cover those repairs.

Our investigator said that he could ask BGI to pay for the inconvenience and distress that this problem had caused Mr M. He'd had four days without fresh water, and had been forced to deal with a wet carpet and damaged floorboards. Our investigator said that £300 would adequately reflect the distress and inconvenience that this would cause.

Mr M said that he was happy to accept that amount. But BGI didn't think it should have to pay that. It said that if Mr M had said that the leak was coming from the bathroom, then the plumber who attended on 7 June would've looked there. And when BGI visited on 9 June, that plumber would've seen that there were no leaks in the bathroom so he checked the bedroom. It was unfortunate that the leak had turned out to be in the bedroom, which BGI had found the second time it visited.

BGI said that it had explained that the repair couldn't be fully carried out on 9 June, because the boiler pressure was showing zero and that meant a gas engineer was needed to check the system. BGI didn't think it should be penalised for that. It said that it had attended each of the appointments within a reasonable timeframe. BGI said it wanted this complaint to be considered by an ombudsman so it was passed to me for a final decision.

### **my provisional decision**

I issued a provisional decision on this complaint and explained why I proposed to uphold it. This is what I said then:

- Mr M has insurance that covers repairs to plumbing leaks in his property. BGI has accepted that Mr M made a valid claim on this insurance, for work to repair a leak.
- This complaint is about whether BGI did that work fast enough, and whether the delay caused damage to Mr M's property, or distress and inconvenience to him.
- Our investigator thought that there was one leak, for the reasons I've set out above. I'm not sure that's right. I think there may actually have been two leaks. I think that the cold water was impacted because Mr M turned it off. He told BGI he'd done that. And I think that it's reasonable to assume that the first plumber who visited repaired a pipe leading to Mr M's cistern because he found a leak there.
- But we know now that this didn't fix the problem.
- I've listened to the calls that Mr M made to report this problem. On the first call Mr M made, he told BGI that water was flooding his kitchen. I know that Mr M has told us more recently that there was just a damp patch on the ceiling, and he rang again because it started dripping. But I think that it's likely, having listened to the first call he made, that the problem was already more serious then.
- And I think that the plumber who did the first visit did fix a leak. We know now that this wasn't what was causing the problem with the kitchen ceiling, but he did do repairs.
- I think, on balance, that it's likely that Mr M's property was already damaged by the time he made the first call to BGI. I think it would be very difficult to say how much of the damage had been caused because the really problematic leak wasn't repaired on the first visit, a different leak got fixed instead. And I don't think it would be fair to try to ask BGI to pay for repairs, when certainly some, and perhaps most or all, of this damage had already been done before BGI found out about this leak.
- That means that BGI wouldn't have to pay for repairs to Mr M's property, such as replacement floorboards, which wouldn't be covered under this insurance.
- BGI also said that it thought that it had fixed the problem reasonably quickly. It said that it had attended promptly on the first call-out. It had looked in the area that Mr M told it the leak was coming from.
- But we now know that, even though there may have been a second leak in the bathroom, that wasn't the main problem. BGI didn't fix that problem until three days later.
- Mr M didn't say when he rang BGI that the water was coming from the bathroom. He just said it was coming from upstairs.
- BGI has said that when its plumber attended, on 7 June, he did repairs to a pipe in the bathroom. BGI said that if Mr M had told its plumber that the leak was in the bathroom, that's where he would look.

- BGI hasn't shown me anything that suggests that its plumber was actually told that the leak was in the bathroom. And even if Mr M had said that, I don't think it would be reasonable for BGI's plumber only to look where Mr M had said the leak was. Mr M isn't an expert on this sort of problem. BGI's plumber is supposed to be the expert. And we now know that there was another leak somewhere else, which was causing the damp in Mr M's kitchen.
- Whatever BGI did on 7 June didn't stop that leak, the one causing the damp in the kitchen. Mr M rang BGI again on 9 June. He's told us he tried to get in touch with BGI on 8 June too, but there was no answer.
- When Mr M spoke to BGI on 9 June, he said that the water was coming from the bathroom, and it was flooding the kitchen ceiling and elsewhere. BGI agreed to send a plumber. That plumber said that the leak was on the heating pipes, and he wanted a gas engineer to look at the boiler. That engineer came out the next day, and he didn't find any leak on the heating pipes. There's also no suggestion from the gas engineer that there was actually anything wrong with Mr M's central heating system. This gas engineer found the problematic leak, which was causing the damp in the kitchen. It was under Mr M's hallway. A plumber finally did those repairs later that day.
- So I think that BGI made two mistakes in this case. On its first visit, the plumber may have fixed a leak, but he didn't fix the problem which was causing damp in the kitchen. I don't think that this plumber solved the whole problem.
- On its second visit, BGI diagnosed the wrong problem. An engineer then visited the next day, and found the problem leak. A plumber fixed that the same day.
- Mr M is elderly, and he has told us he's in poor health, with frequent visits to the hospital. BGI said it was treating him as a vulnerable person. Mr M had to have his water switched off for four days while the leak which was making his kitchen damp continued. And I think that this leak only continued for so long because of mistakes made by BGI. So I agree with our investigators' overall conclusion, that BGI should pay some compensation in this case. And I also think that £300 would be a reasonable amount to pay for that. So that's what I currently propose to award.

I invited the parties to make any final points, if they wanted, before issuing my final decision. Mr M accepted my decision. BGI wrote to object.

### **my findings**

I've reconsidered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. I haven't changed my mind.

BGI said it didn't agree that £300 was justified. It said it was being penalised for the diagnosis made during the second visit, and it didn't think it had misdiagnosed the problem then. The boiler pressure gauge was showing zero, which usually indicates there is a leak from the heating system. That meant that a gas engineer had to go to Mr M's home.

But I don't think that's what caused this delay. BGI told us that its plumber, who attended on 9 June, diagnosed a leak in the heating pipes. There wasn't a leak there. The actual leak was on the water pipes, and was eventually fixed by a plumber. It doesn't seem likely that

BGI needed to send a plumber, then a gas engineer, then another plumber, before this repair could be done.

BGI also said that the other reason it needed to send a gas engineer was because the boiler pressure was zero. But it hasn't commented on whether this could just have been caused by Mr M shutting off the water in his house, to contain the leak. There doesn't seem to have actually been anything wrong with Mr M's central heating.

For these reasons, it does seem as if BGI did misdiagnose the problem on 9 June.

BGI said that my decision noted that Mr M said he'd tried to contact it on 8 June but there was no answer. It didn't believe that Mr M would have called and not had a call answered on that day, particularly as this was going into the summer time, and its call numbers would be considerably less than in the winter.

BGI said that it didn't think it could be held liable for the delay between 7 and 9 June as it was told about the leak on 8 June. (BGI had also said that it didn't speak to Mr M on 8 June, so it's not clear whether BGI means 7 or 9 June here.).

I accept what BGI says about likely call volumes at this time. But I don't think that whether Mr M called or not on 8 June is actually key to this decision. BGI attended Mr M's home on 7 June. When it left, there was still a leak. It went back on 9 June, and its plumber does seem to me to have misdiagnosed the problem then. It sent another agent out the next day, a gas engineer. That agent correctly diagnosed the problem, but didn't fix it. A plumber attended later that day, and fixed the problem.

So I still think that most of the delay in resolving this problem was caused by mistakes that BGI made. And I still think compensation of £300 provides a fair and reasonable resolution to this complaint.

### **my final decision**

My final decision is that I require British Gas Insurance Limited to pay Mr M £300 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 5 March 2019.

Esther Absalom-Gough  
**ombudsman**