

## **complaint**

Mrs H is unhappy with the handling of a claim under her home emergency insurance policy with British Gas Insurance Limited.

## **background**

Mrs H reported a leak to British Gas. She says that at the time she reported the leak, there was a small crack in the kitchen ceiling below the bathroom, with water dripping through. Mrs H was apparently told that her shower needed to be resealed, and this wouldn't be covered under the policy. Mrs H therefore paid a plumber (approximately £100) to reseal the shower but this didn't resolve the issue. It took at least four further visits for British Gas to correctly diagnose that the leak was coming from the toilet and to properly repair it, by which time the ceiling had collapsed. Mrs H says the ceiling began to collapse on the third visit and the contractors took the sagging ceiling down on the fourth or fifth visit.

Mrs H has claimed under her household insurance policy for the repairs to her property and I understand this has now been completed. However, Mrs H says that if British Gas had diagnosed the problem and resolved it promptly the damage would have been much less significant and she would not have had to make a household insurance claim. Mrs H also says the upheaval of the repairs caused inconvenience and, to avoid distress for her husband who has dementia, she had to pay for taxis to take him out of the house each day while the repairs were being done.

British Gas accepts that its contractors misdiagnosed the issue with the shower seals on the first visit and that it took several more visits over the course of the next week before the leak was resolved. However, it says that photos taken on the first visit show that there was damage to the ceiling already, so it says a household insurance claim would have been necessary anyway, even if it had diagnosed and repaired the leak when it should have done.

One of our investigators looked into the matter and considered that it should be upheld. She noted that British Gas had provided photos of the ceiling bowing apparently with the weight of water above but these were not date-stamped and Mrs H had said that no photos were taken on the first visit and the damage to the ceiling at this stage was minimal. The investigator was satisfied that the damage would not have been so extensive and would not have resulted in a household insurance claim, if British Gas had diagnosed it properly at the first visit. The investigator therefore recommended that British Gas reimburse Mrs H the household policy excess (which I understand was £245) and pay her £600 compensation for the distress and inconvenience caused by its handling of the claim.

British Gas doesn't accept the investigator's assessment. It says that the photos taken at the first visit show that considerable water had already leaked and caused damage to the ceiling. It accepts it took five visits to sort out the issue but says it had to diagnose correctly as if it hadn't, it could have caused further distress to the consumer. Mrs H claimed under her household insurance policy and that insurer has not claimed its outlay from British Gas. It would only cover the excess under her household policy if that insurer tried to recover it.

As the investigator was unable to resolve the complaint, it has been referred 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 is not in dispute that British Gas misdiagnosed the cause of the leak and that, even when it found the leak was from the toilet, it took several visits to properly repair it. British Gas does seem to accept that these repairs were also mismanaged, as it says it should have just quoted for a new toilet instead. This misdiagnosis and delay in properly repairing the leak, meant that water continued to leak and damage the ceiling below the bathroom for around a week longer than would otherwise have been the case.

Even if I accept that the photos British Gas has referred to and which show the ceiling bowing slightly, were taken on the first visit, the damage to the property was undoubtedly worse due to the delay. The leak, which was described as "uncontrollable" continued for several more days. British Gas's file notes say that the day after Mrs H had the shower resealed she reported that "water was gushing through the ceiling". And a few days after this, the ceiling collapsed, which caused considerable mess and distress and inconvenience to Mrs H and her husband.

British Gas says a household insurance claim would have been necessary to deal with the damage to the ceiling that had been caused up to the date Mrs H first reported the leak. It is difficult for me to be certain about this. However, given the above, it is clear that the damage was made much worse and additional distress and inconvenience were caused to Mrs H and her husband that could and should have been avoided. I also understand that the collapsed ceiling was in the kitchen and so would have caused upheaval to Mrs H's day-to-day life.

Several more visits were required for Mrs H and her husband, who has dementia, to accommodate than should have been necessary and she had to cope with the ceiling collapsing and the leak continuing with no real progress being made in fixing it for several days. And the cleaning up and repairs needed were more extensive than would otherwise have been the case. I also understand Mrs H was not well at this time and so it caused additional distress to her that could have been avoided.

I therefore agree with the investigator that British Gas should pay Mrs H a total of £845 compensation, to take account of the cost of resealing the shower unnecessarily, the cost of taxis, the household insurance policy excess and the distress and inconvenience caused to her and her husband, by its handling of the claim.

## **my final decision**

I uphold this complaint against British Gas Insurance Limited and require it to pay Mrs H a total of £845 compensation for the distress and inconvenience caused to her by its handling of her claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 26 December 2018.

Harriet McCarthy  
**ombudsman**