

## **The complaint**

Mr A complains that British Gas Insurance Limited didn't locate a leak when he called them out and as a result, the ceiling in the flat below collapsed.

## **What happened**

Mr A held a home emergency policy with British Gas to cover his flat which was rented out.

In November 2022 he called them out to locate a leak which he said was causing water damage to the ceiling of the flat below.

British Gas sent one of their contractors, who checked the sinks and washing machine and said that he couldn't locate a leak. He said that the water damage was most likely being caused by the outside pipes.

In January 2023 the ceiling of the flat below collapsed due to ongoing water damage. A local plumber attended and identified the source of the leak as the hot water connector to Mr A's bath tap and repaired it.

Mr A has had to pay for the repairs to the flat below, totalling £3400 as well as the plumber's bill of £72 for the repair.

Mr A complained to British Gas, as he says that their failure to identify the source of the leak in November caused a build up of water and ultimately the collapse of the ceiling. He wants reimbursement for the damage and the repair.

British Gas said that they didn't cause the leak and they can't be expected to perform invasive investigation across a whole property until a leak is located as pipework is largely hidden from view. They offered Mr A £270, comprising £200 for distress and inconvenience and £70 to cover the cost of the plumber who repaired the leak.

One of our investigators has looked into Mr A's complaint. He agreed that the offer made by British Gas was fair.

Mr A disagreed with our investigators view and so the case has come to me to review.

## **What I've decided – and why**

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

I have to think about whether British Gas properly fulfilled their obligations under the terms of the policy in this case and whether the service they provided was in line with what we would expect – and if it wasn't, what is appropriate to put things right for Mr A.

So I've started by looking at what cover the policy provides. It says that plumbing is covered for:

“All repairs to the plumbing system on your property

### **Getting access and making good**

“In addition to the cost of parts and labour, our insurance products and our non-insurance service and repair warranty products cover up to £1,000 including VAT for getting access and making good...”

So there is cover under the policy for British Gas to access and repair any leak identified at the property.

I can see from the call records that between 25 – 28 November, three appointments were made for an engineer to attend the property due to a leak going through into the property below. Two arranged visits were not attended, and the engineer eventually attended on 26 November at 00.30 and no one answered the door. A further visit was booked for 28 November and an engineer attended at 15.55. At this visit the engineer couldn't locate any leak in the kitchen.

The notes record:

*“Work Completed: No leak found in this flat, checked all pipes under the sink and the ones from washing machine. All good, didn't find any drip. I think the flat below ceiling damage is caused by the rain coming from outside or rainwater pipes”*

Mr A didn't call British Gas out again to this leak, and in January he called a private contractor and paid £72 for the plumber to locate and isolate the leak to the bath water inlet pipes.

I can further see from the history notes that there have been many reported leaks over the period 2013 – 2022 and British Gas have completed repairs to the kitchen sink waste and have checked and repaired the washing machine pipes. The most recent call outs before this were in April 2022 when an engineer couldn't find any trace of a leak in the kitchen and in May when again no leak was identified in the kitchen. The kitchen was the site inspected on each of these occasions as that was where Mr A and his tenant told British Gas that the leak was coming from. Although on one occasion British Gas did try to access the flat below to see the alleged damage they were unable to gain access.

British Gas have said that on each visit they have checked for leaks in the locations that were identified to them, and it isn't their responsibility to conduct a full inspection of all the plumbing and drainage in a property, particularly if a possible leak area has been identified to them. There is no requirement for them to access under floor pipes and remove bath panels or boxing unless it is clear that a leak is coming from that location.

I've thought about this and examined all of the case notes. I can't see that an under bath leak was identified to British Gas in any of the visits in 2022, and British Gas were not called out to the leak in January 2023. I agree that it is sufficient under the policy for British Gas to examine for leaks in areas identified to them, and I wouldn't expect them to dismantle floorboards or bathrooms to try and find a leak in the absence of any indication that there was a leak in that location.

British Gas aren't responsible for causing the leak, and I can't say that their actions during the visits in April May and November 2022 fell short of the service I would have expected – as they examined all areas identified to them. As a result of that, I can't fairly say that any damage subsequently caused to the property below is their responsibility. I'm also mindful

that it isn't possible to pinpoint from any evidence when this particular bath leak started, and it may not have even been present when British Gas attended in November. Call notes show that a further leak call out was made after this in July 2023 and so the issues are ongoing.

British Gas have agreed that if they had been called out in January, the bath leak was a repair that would have been covered under the policy and so they have offered to pay to £70 to Mr A for the private repair bill, and I think that is fair.

They have also offered a further £200 in respect of the service provided in November, as there were two calls which were not attended. I think this is a fair reflection of the service failing here. As no leak was identified in November, I can't say that any additional detriment was caused by the failure to attend and so the sum offered is appropriate.

I understand that British Gas sent Mr A a cheque for £270 but that he refused it and hasn't cashed it.

### **Putting things right**

I think that the £270 already offered by British Gas is a fair offer, and that they should reissue the cheque to Mr A

### **My final decision**

My final decision is that I'm upholding Mr A's complaint and directing British Gas Insurance Limited to put things right as above

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 6 June 2024.

Joanne Ward  
**Ombudsman**