

complaint

Mrs G's complaint is about the handling of a claim under a home plumbing and drains insurance policy with British Gas Insurance Limited.

background

I issued a provisional decision on this matter earlier this month, part of which is copied below:

"Mrs G reported that there was a leak from a soil pipe in her property on 13 September 2017. There had apparently been an unpleasant smell in the house, which had become worse over several weeks. Mrs G's husband had lifted part of the dining room floor and found the leak. Mrs G says that at this point there was a small amount of water under the floor.

British Gas came out on 15 September 2017 but couldn't complete a repair, as the contractor that attended wasn't able to do the sort of repair needed. Another contractor was sent out that evening but he also couldn't do the repair. So another appointment was scheduled for the next day, but this had to be cancelled by Mrs G when she found the plumber was not able to arrive until late afternoon and she had plans she couldn't change.

Another appointment was therefore rescheduled but not until 21 September 2017. Mrs G called the day before to make sure that whoever attended on 21 September was able to do the repair, given the previous problems. The call-handler confirmed that the appointment had not been booked in as a repair and therefore would have to be cancelled and rescheduled again for 25 September 2017.

On 24 September 2017, Mrs G says that when the toilet was flushed, it backed up and overflowed and caused the point of the leak under the floor to become worse.

British Gas sent a plumber out that day but he said the equipment he needed to use couldn't be operated on a Sunday and left without repairing anything. Mrs G says she was on hold for over an hour that day trying to get British Gas to send someone that could help. Mrs G says there is only one toilet in her home and they were therefore left with no facilities to use. Her husband and son also had food poisoning at the time. Mrs G says it was horrific and they had to use buckets, she had to try and mop up the foul water using towels that have had to be destroyed and the carpet removed.

The next day a drains team came and accessed the manhole and cleared the blockage which had caused the problem in the first place and also repaired the leaking part of the soil pipe. However, they didn't check the toilet before they left and this was still leaking. Mrs G had to call British Gas out again to fix this, which I understand was done that evening. Mrs G has asked British Gas to pay the following:

- £100 excess for home insurance claim she made to replace damaged carpet
- £150 for 10 bath towels
- £30 for 2 slippers
- £8.50 for cancelled swimming lessons
- The costs of repair and redecoration of dining room, which were to be confirmed.
- £280 for two days off work

British Gas has accepted in its response to the complaint that there were failings in the

service provided to Mrs G, however it didn't accept it was responsible for the damage to her home was. It offered Mrs G £170 as a gesture of goodwill.

One of our investigators looked into the matter and concluded that it was likely the damage to Mrs G's home would not have happened but for British Gas's delays and so it should compensate her for that. The investigator therefore recommended that the complaint be upheld and that British Gas should pay £288.50 for the damaged items and financial losses; to meet the costs of redecorating; and pay £500 compensation for the distress and inconvenience caused to her by the handling of the claim. The investigator didn't think Mrs G should be paid for time off work, as this would instead be incorporated in the compensation.

British Gas doesn't accept the investigator's assessment and so the matter has been referred to me.

British Gas says that as there was already a leak, damage would have been caused to the property anyway. It says Mrs G could make a claim under her house insurance for the redecoration and it would cooperate if that insurer sought to claim against it. British Gas also says the compensation suggested by the investigator is excessive and the offer of £170 it has already made is sufficient.

In the meantime, Mrs G has provided two quotes she says she received for the repairs to the dining room ceiling and walls for £590 and £760. She says she went with the lower quote but says she paid cash and hasn't been able to find the receipt.

I asked for further information about the claim that Mrs G did make to her home insurer and why the damage to the home was not included in that. Mrs G told the investigator that the claim for the carpet had been dealt with before the damage to the room below the bathroom became apparent; it took several weeks for the water to seep through. She did not want not make another claim, as she was worried it would affect her premium.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I can see that this has been a distressing ordeal for Mrs G.

I would have expected the repair of a leaking soil pipe to have been prioritised and it shouldn't have taken two days for the initial attendance. I don't consider that making Mrs G wait several days for an appointment to carry out the repair was good enough. Especially given that this was the only toilet in the property and so her family had to continue using it.

Even if I accept that access would have been needed, it seems to me that the repair should have been carried out on the first visit on 15 September 2017, or within a short time from then. If it had been, Mrs G and her family would have been spared a further 10 days or so of living with the smell of the leaking pipe and the overflow and further leak would not have happened.

The situation was then compounded by the error made with the 21 September 2017 appointment which meant another few days before a plumber came out to complete the repair. In the meantime, it became much worse and caused damage to Mrs G's home.

I need to therefore consider what would have happened had that delay not occurred. British Gas says that the soil pipe was leaking anyway. However, the leaking section of pipe was apparently in another location. I note that British Gas's contractor didn't record any damage to the property when he came out on 15 September 2017 and I would have expected him to do so if there was visible damage. And there is no evidence that there would have been damage to the bathroom floor, even if the delay and therefore the backing up of the toilet had not occurred. Given this, I consider most of the damage to the property would not have happened had British Gas dealt with the claim properly.

Mrs G also says that she had to have the room below redecorated, and I note that the quote provided includes the cost of painting the entire room and all the woodwork. Mrs G has provided a photograph showing the damage done to that room, which shows a relatively small stained area on the ceiling and wall. This, together with the fact that this could have been included in the home insurance claim, means I am not persuaded that British Gas should pay for redecorating that entire room.

Mrs G has provided us with evidence that she paid £100 excess for a claim under her home insurance policy. I am therefore satisfied that British Gas should reimburse this.

Mrs G also said she had to throw away 10 towels (which she says costs £15 each), that she used to clean up the bathroom, as well as two pairs of slippers and her children were unable to go to their usual swimming lessons either. There is no other evidence to support this part of her claim: there are no photographs of the damaged items or proof of the cost of the towels and slippers.

I therefore intend to make an award of compensation that takes into account the trouble caused to Mrs G and that there was likely to have been some damage to bathroom items and that it's likely these needed to be disposed of. I consider that the total sum of £600 compensation for the distress and inconvenience is appropriate, to reflect the trouble caused by the delays, including the number of attendances and damaged items.

my provisional decision

I intend to uphold this complaint against British Gas Insurance Limited and require it to pay Mrs G the following:

- *£100 for the excess under her home insurance policy; and*
- *£600 compensation for the distress and inconvenience caused by its handling of her claim."*

I invited both parties to respond to my provisional decision with any further information or evidence they want considered. British Gas has not responded.

Mrs G's response to my provisional decision

Mrs G doesn't consider that the compensation I've proposed is enough to reflect the stress and inconvenience caused to her and her family by this matter. She has made a number of further submissions, which I've summarised below:

- until the 24 September 2017, when the toilet overflowed, there was no leak from the toilet. It wasn't that the toilet was leaking but the repair team left it detached from the waste pipe and so could not be used.

- British Gas also says that there was already a leak and damage would have been done to the property anyway. The initial leak was underneath the floor boards on the ground floor, so would not have caused any damage to the property itself. The damage to the dining room ceiling was caused solely by the overflow on 24 September 2017.
- While the damage to the dining room was only a small area, the leak did damage to three out of the four walls in that room, meaning that to repair then repaint the entire room was really the only option to make good, otherwise it would have just been a patch up job in the corner.
- She didn't take photographs when this happened, as her first thought was just to throw everything away, not photographing towels soaked with human waste, whilst trying to clean up the house and stop her two year old child walking in it.
- She was not thinking of an insurance claim at the time, apart from the carpet which she knew straight away would need to result in a house insurance claim.
- She expected British Gas to come out that day, put everything right and that would be the end of the case, but as seen, it failed to respond appropriately.
- She paid cash for the decoration of the dining room, as it was the cheapest option and shoved the receipt in a drawer, not really expecting to need it again, as she expected British Gas to treat the complaint fairly.
- She had to refer the complaint to us almost six months later. As such, she simply does not have a photographed and documented account of all that happened.
- The fact British Gas rejected the investigator's assessment was a further demonstration of its shocking customer service.
- Given the pure stress she went through, and time spent on this matter, before even considering the financial losses and attitude of British Gas, she would have hoped that compensation closer to £1,000, would have been appropriate.

my findings

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

I accepted in my provisional decision that the leak originally reported was under the house and would not therefore have caused any damage to the bathroom floor/dining room ceiling. I was and remain satisfied therefore that this damage was as a direct result of British Gas failing to repair the soil pipe within a reasonable time.

However, I also still consider that there is not enough evidence to support a finding that British Gas should pay for the redecoration of the entire dining room. I have noted Mrs G's reasons for not being able to provide the receipt for the redecoration work. I have considered all the evidence again, including that Mrs G was able to provide the two estimates for the redecoration work and the photographs which I do have showing a small area of damage to the dining room ceiling. The redecoration work could also have been included in the home insurance claim and there is no evidence that this would have needed to be a second claim. Given all this, I am still not persuaded that there is enough evidence for me to require British Gas to pay for redecorating the entire dining room.

I also note Mrs G's comments about needing to clear up the mess caused, rather than take photographs of the damage done to the bathroom and the items she has claimed for. I understand that but the fact remains there is no other evidence other than what she has told us about the items damaged and their value. So while I accept that it is likely some towels

and other bathroom items were damaged, I am unable to require British Gas to pay the amount claimed.

I therefore remain of the opinion that a global award of £600 compensation, to take into account the trouble caused to Mrs G and that there was likely to have been some damage to bathroom items, is appropriate. This is in addition to reimbursement of the excess paid for the household insurance claim for the carpet.

my final decision

I uphold this complaint against British Gas Insurance Limited and require it to pay Mrs G the following:

- £100 for the excess under her home insurance policy; and
- £600 compensation for the distress and inconvenience caused by its handling of her claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 15 December 2018.

Harriet McCarthy
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