

complaint

Mrs G's complaint is about the handling of a claim under a central heating and home emergency insurance policy with British Gas Insurance Limited. Mrs G is represented by her husband Mr G, in this complaint.

background

I issued a provisional decision on this matter in July 2020, part of which is copied below:

"On 8 January 2019, Mrs G made a claim under the policy, as there was a leak from the bathroom and water coming through the ceiling below.

British Gas sent a contractor out who initially said the leak was from damaged silicone around the shower. However, the leak continued. The contractors made a hole in the ceiling to access pipework and a box around the toilet was also removed, as the leak was finally found to be coming from a lead pipe behind the toilet. The contractor's notes record that the leak was finally fixed on 21 January 2019.

On 24 January 2019, British Gas went back out to make good the access hole in the ceiling but decided that the ceiling was too badly damaged to repair the access hole. It said the ceiling needed to be replaced anyway due to the water damage (which it is not responsible for) and so it cannot make good the hole it made. The boxing around the toilet was replaced.

Mrs G is very unhappy about this. I understand the ceiling has since fallen down and Mrs G says this is as a result of the delays by British Gas in repairing the leak. Mrs G also says, she was unable to make a claim under her home insurance policy for the ceiling damage due to the time taken by British Gas. Mrs G wants the ceiling replaced, the bathroom repainted and other damage downstairs repaired. She has made a number of submissions in support of her complaint, which I've summarised below:

- The pipe was leaking from 8 to 24 January 2019 until British Gas found the leak in the bathroom. If the leak had been found sooner, there would not have been so much damage to the house.*
- Most of the contractors that attended weren't plumbers and she doesn't feel that they were properly qualified.*
- She has paid a lot of money for the policy and not received the service paid for.*
- She offered to put in a dehumidifier and for the contractors to come back to repair ceiling but this didn't happen.*

One of our investigators looked into the matter. She initially did not recommend that the complaint be upheld but subsequently decided that it should be upheld. The investigator recommended that British Gas pay for the repairs to the ceiling and pay £250 compensation for the trouble caused to Mrs G.

British Gas doesn't accept the investigator's second assessment, so the matter has been passed to me. British Gas maintains its position that the leak was uncontrollable when it was reported to it and so the damage would have already been severe when it first attended. It says it didn't cause the water leak, and any resultant water damage would be classed as consequential and not covered. British Gas also says that it carried out a temporary repair on 10 January 2019 and so doesn't agree that the leak was continuing until 24 January 2019.

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's policy covers the emergency work required to stop a leak such as the one experienced, to prevent any further damage to the property. The leak was reported as being uncontrollable and it would therefore seem reasonable to expect such a leak to be found and repaired as quickly as possible... British Gas says it acted reasonably in dealing with the leak but there is a dispute about when it was stopped and the work that was done.

The contractor's notes say that on 8 January 2019 the leak was reported as being an "uncontrollable leak from freshwater pipe coming down ceiling". The notes say it made access and traced the leak to damaged silicone around the shower and the contractor tightened the shower waste pipe. The leak wasn't however stopped.

There are two job sheets dated 9 January 2019. The first says "cut out section of lead pipe and re run" (which Mrs G says was not signed by her) and the second says "repaired the lead pipe".

I note that these job sheets do not accord with British Gas's records, which say that on 9 January 2019 its contractors went out again, as Mrs G had asked for a second opinion and "tightened CH/[cold water] pipes under the toilet box."

No explanation has been given as to why there is a discrepancy. And it seems to me that there was no repair done on 9 January 2019, as British Gas confirms it went out again on 10 January 2019 and the notes from that date say a temporary repair was carried out then. So I am of the opinion that the leak was probably ongoing on 10 January 2019, when British Gas's contractors went out for the third (possibly fourth) time.

British Gas's records say that a temporary repair was done on 10 January 2019 but it would need to go back and make access through the ceiling to do a permanent repair.

The job sheet dated 10 January 2019 says "lead pipe behind toilet leaking... access required in ceiling to find lead pipe".

British Gas apparently asked Mrs G to sign a disclaimer to allow it to remove the toilet and boxing behind it to access the leaking pipe. She was apparently concerned this would mean they would not replace the toilet and wasn't happy to sign this until she received assurances the toilet would be replaced. It is not clear when the access hole was cut into the ceiling but from the information available to me, it appears that the final permanent repair was carried out on 21 January 2019.

Mrs G says the leak continued until the final attendance on 24 January 2019 but I am satisfied from what I've seen that the leak was permanently repaired on 21 January 2019 and the attendance on 24 January 2019 was to replace the boxing behind the toilet.

British Gas also says the leak was stopped, albeit by way of a temporary repair, on 10 January 2019. The job sheet from that date [cited above] doesn't say that a temporary repair was done. Having finally located the leak on that date, the contractors apparently said it was a two-man job and they'd have to come back and make access. There's no information, as

far as I'm aware of what the temporary repair might have involved and Mrs G says the leak was still ongoing. Given the lack of documentary evidence about what was done on that day, I consider it possible the leak was still ongoing beyond 10 January 2019.

What is clear however, is that the uncontrollable leak was ongoing for two days between 8 and 10 January 2019 and there has been no proper explanation or justification for why it was not found and isolated before this. The contractors initially said it was from a shower tray but given the report was of an "uncontrollable" leak, this would have seemed an unlikely explanation. British Gas has not provided any evidence that it was reasonable to take three (possibly four) visits to locate a leak from a bathroom pipe and to isolate that leak. I do not therefore consider that British Gas dealt with the claim as well or as quickly as it should have done. It seems to me that British Gas should have been able to locate and isolate the leak on the first visit.

Of course some water damage would have been caused by the initial leak and British Gas is not responsible for this. However, given the delay in finding the leak and repairing it, it seems to me inevitable that the damage to the ceiling was worse than it would otherwise have been. It is impossible for me to establish exactly what proportion of the ceiling damage was due to the initial leak and what proportion was due to the delays by British Gas.

There is nothing available to me to say how long the leak had been going for before Mrs G reported it to British Gas. It would seem reasonable to assume it was reported relatively soon after it started, given the way it was described. The leak was then allowed to continue for between two and 13 days longer than should have been the case. In my opinion, given this, it seems reasonable to conclude that a significant amount of the damage was probably done in this period.

Mrs G has provided a quote for this in the sum of £1,750 but this includes repapering the room and painting the woodwork, as well as re-plastering the ceiling. There is evidence of water damage to some of the wall area below the affected area of ceiling but I am not satisfied that British Gas is responsible for redecorating the entire room including the woodwork and skirtings. As mentioned, some damage would have been done by the initial leak and there is no evidence that the affected area can't be repapered. In my opinion therefore it is reasonable for British Gas to pay the cost of repairing the ceiling only, or arrange for the repair to be done itself.

Given the difficulties with the claim, it will be up to Mrs G to decide if she wants her own contractor do the work, or for British Gas to do it. If she wants her own contractor to do the work, she will need to provide evidence of the cost of the ceiling repairs only and this will need to be agreed with British Gas. If Mrs G has already had the work done then she'll need to provide evidence of the cost of the ceiling work and proof of payment and British Gas will need to reimburse that cost. I would ask Mrs G to confirm the position in response to this provisional decision.

As mentioned it took several visits (at least six) to repair what appears to be a relatively simple leak and the delay in carrying out a proper repair resulted in considerable damage to Mrs G's home. In addition therefore, I consider that British Gas should pay the sum of £250 compensation for the distress and inconvenience caused by its handling of the claim.

my provisional decision

I intend to uphold this complaint and require British Gas Insurance Limited to:

- pay the cost of the repair of the ceiling (such cost to be agreed between the parties on production of suitable estimates); or*
- arrange for the repairs to be carried out itself; or*
- reimburse the cost of the repairs if already carried out on production of suitable evidence of the cost; and*
- pay Mrs G £250 compensation for the distress and inconvenience caused by its handling of this matter.”*

responses to my provisional decision

I invited both parties to respond to my provisional decision with any further information or arguments they want considered.

British Gas does not accept my provisional decision and confirmed it has no new information. British Gas reiterated that it has provided information already about all the contractor's visits to the property, including that its contractor traced the leak on 8 January 2019 and it "would have been made safe" and the temporary repair was completed on 10 January 2019. British Gas says the delays between then and completing the permanent repair were due to Mrs G requesting a specific engineer to attend and delaying signing the 'Authority to Proceed form'. The damage to the ceiling was already there following the report of the water leak, therefore, the damage caused is consequential, damage can't be caused twice.

Mrs G has also responded. She has provided an invoice for the redecoration work dated 21 July 2020 in the sum of £1,560.

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.

As neither party has provided any new evidence, I see no reason to change my provisional findings.

I therefore remain of the opinion that there was an unreasonable and avoidable delay in dealing with the leak. British Gas says it was "*left safe*" on 8 January 2019. I am not clear what it means by this. The contractor that attended that day said the leak was from damaged silicon around the shower, which was incorrect. This doesn't seem to have been a reasonable diagnosis either, given the nature of the leak as reported to British Gas. I am satisfied that it is likely considerably more damage was caused by this misdiagnosis, as the leak, described as uncontrollable, was left for two days until the contractors came back out on 10 January 2019. There is also insufficient evidence that a temporary repair was carried out on 10 January 2019, so the leak may have continued until 21 January 2019. So while there would have been some water damage already, the delay by British Gas to properly diagnose it would inevitably have resulted in further damage.

I therefore remain of the opinion that British Gas should pay the costs of the repairs required. Mrs G previously provided a quote for £1,750 for this work. She has now provided an invoice dated July 2020 for £1,560 from a different contractor. This invoice confirmed the damaged ceiling was removed and re-plastered. It also says the walls and skirtings were repainted. I set out in my provisional decision that British Gas should be responsible for the repairs (and redecoration) to the ceiling only, to reflect that some water damage would have happened anyway. So, if Mrs G's contractor can provide confirmation of that part of the cost, British Gas should reimburse that to her.

I also remain of the opinion that some additional compensation of £250 is warranted. British Gas seeks to blame Mrs G for the delay in completing the permanent repair but has not addressed why it took at least six attendances to resolve what was apparently a relatively straightforward leak on a bathroom pipe.

my final decision

I uphold this complaint and require British Gas Insurance Limited to:

- reimburse the cost of the repairs to the ceiling, on production of suitable evidence of the cost; and
- pay Mrs G £250 compensation for the distress and inconvenience caused by its handling of this matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 4 October 2020.

Harriet McCarthy
ombudsman