

The complaint

Mr P is complaining about the repairs carried out under his home emergency insurance provided by British Gas Insurance Limited (British Gas).

What happened

Mr P has had a home emergency insurance policy with British Gas for many years. In early May 2018, British Gas diagnosed a leak in the hot water pipe under the concrete floor in the kitchen. They repaired the leak shortly afterwards.

Mr P says he had to have extensive repairs to his home as a result of the leak. Although his buildings insurance covered this, his buildings insurance claim resulted in a significant increase to his premium. In addition, he says his health and that of his family has suffered from the damp conditions and continual noise from dehumidifiers as it took a long time to dry the floor. He said that he'd reported the issue with the hot water in February 2018 and the restoration work was completed in May 2019 – so they'd suffered for 15 months.

Mr P says that British Gas should have diagnosed the leak on their first visit. He says this was on 14 February 2018. And he says that if the leak had been diagnosed and repaired at that point he would have avoided all the distress and ill health as it would have prevented the damage to the floor. Instead, he says it took British Gas three months to resolve the leak.

In British Gas's final response to Mr P they detailed the call-out history to Mr P's home. They said that the 14 February visit was to resolve an issue with the toilet cistern. They said when they returned in early April to look at the hot water, it seemed that the issues were being caused by mechanical problems with parts – so they resolved these. They said there was no indication of a leak under the floor until 30 April. And they said that they progressed things as quickly as possible once their engineer raised the possibility of a leak under the floor.

They said their terms and conditions didn't cover Mr P for consequential damage from water leaks unless the leak had been caused by British Gas. And they said they'd taken appropriate actions within a reasonable timeframe.

Mr P wasn't happy, so he brought his complaint to our service. Our investigator didn't uphold his complaint – he said he thought British Gas had acted fairly and resolved the issues with Mr P's plumbing within a reasonable timeframe. Mr P remained unhappy so his complaint's come to me.

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.

Although I appreciate Mr P and his family have suffered as a result of the leak under their kitchen floor, I'm satisfied that it isn't British Gas's fault – so I'm not upholding his complaint. I'll explain why.

In order to uphold Mr P's complaint, I'd have to be satisfied that British Gas's work was inadequate.

I've looked at the notes from the engineers' visits to Mr P's home between February 2018 and May 2018. It's clear that the visits in February were only in relation to the toilet and there was no mention of any issues with the hot water.

The next visit was on 27 March. The notes in relation to this visit say that the engineer checked the hot water temperature and the valves and couldn't find any faults. This visit was closely followed by visits on 6 April and 9 April. During these visits, the notes say that the engineers identified an issue with some of the valves and arranged for these to be replaced. The notes say the valves were changed on 20 April but problems continued with the valves which led to two further visits on 23 April and 27 April to try to resolve these problems.

I can see from the notes that the first mention of a possible leak was on 30 April. I can also see that leak detection took place on 4 May, but that Mr P didn't want British Gas to dig up the floor in order to fix the leak on that day. The notes suggest that the hot water was then turned off until the leak was fixed on 17 May.

I appreciate that Mr P believes he first reported the hot water issues in February, but I've seen no evidence to support this. I'm satisfied with the notes I've seen – and these suggest that the hot water issues were first reported at the end of March. I can appreciate Mr P's frustration that it then took a month to diagnose the leak under the floor. But I can see that British Gas's engineers visited several times and addressed several visible issues with the hot water system. Mr P says that British Gas should have tested the entire system on their first visit. But, given that they were able to identify problems with the valves visually, I don't agree. It's not unreasonable for them to have assumed the visible issues were causing the problems.

British Gas's notes from 30 April say that the hot water tank was draining without use and there were no visible leaks. It was only at this stage that it was clear to British Gas there was also an invisible issue. That doesn't seem unreasonable to me. I'm satisfied the engineers made reasonable efforts to diagnose the faults. I also can't be sure when the leak in the pipework developed – as British Gas clearly identified some other problems with the hot water system. It's possible that the leak could have been ongoing for quite some period of time, even before Mr P first contacted British Gas.

I can see that once the fault was diagnosed, there were some concerns about access to the pipework – but these were resolved and the pipework was fixed within two weeks. Looking at the notes I can't see that British Gas caused any unreasonable delays during this time.

I know that Mr P doesn't think British Gas treated him fairly. And I appreciate that the water damage and consequent suffering to Mr P and his family might have been less if British Gas had identified the leak in the pipework earlier. But Mr P may still have had problems if the leak had been going on for some time. And I can see British Gas visited on at least ten separate occasions between 27 March (when the hot water issue was first noted) and 17 May (when it was resolved) and I'm satisfied that they made every reasonable effort to identify and resolve the issues with Mr P's hot water.

In addition, I haven't seen anything to suggest that British Gas caused the leak in the pipework. On that basis, I have to conclude that neither the leak nor the consequential water damage is British Gas's fault. Similarly, I can't say the increase in Mr P's buildings insurance premium is British Gas's fault. And so I can't ask British Gas to compensate Mr P for what he and his family have been through.

My final decision

As I've explained above, I'm not upholding Mr P's complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 5 October 2020.

Clare King
Ombudsman