

## The complaint

Mrs R complains that British Gas Insurance Limited caused the stopcock in her house to leak and this resulted in damage to her kitchen.

## What happened

Around July 2019, British Gas sent an engineer, who I'll refer to as "D" to carry out a repair under Mrs R's homecare policy. As part of the repair process, D turned the water supply on and off using the stopcock in Mrs R's kitchen. A few days later, Mrs R noticed that water was leaking from the stopcock and had flooded her kitchen. D returned and rectified the problem by tightening the packing gland.

Mrs R complained as British Gas refused to repair her damaged floor. British Gas said the leak was due to wear and tear and not because of a failing on D's part. British Gas advised Mrs R to make a claim under her home insurance policy instead.

Mrs R asked this service to get involved and our investigator upheld the complaint. The investigator didn't feel she'd seen evidence that the leak was caused by wear and tear. The investigator said that D should've done more to make sure the stopcock wasn't leaking in the first place and concluded that, because the leak took place so soon after D's visit – it was likely that the leak was as a result of something D had done or failed to do.

The investigator asked British Gas to replace Mrs R's flooring and pay her £150 for the trouble and upset it caused her.

British Gas didn't agree. It says D had to use the stopcock in order to complete the repair it was there to do – and it shouldn't be responsible for the stopcock leaking because the leak wasn't evident when D turned the water supply back on. British Gas says the stopcock was used around six times over the course of 2019 and this would've contributed to wear and tear.

Because British Gas didn't agree, the complaint has been passed to me.

## My provisional findings

I issued my provisional decision, explaining why I didn't intend to ask British Gas to do anything more:

*Did D cause the leak?*

*On balance, I can't say that D caused the leak. Mrs R says she noticed the leak five days after D attended her property and used the stopcock. I haven't seen anything to indicate when the stopcock started leaking or anything that makes me think it leaked straight away after D turned it back on.*

*D only attended Mrs R's property to repair her taps. The only interaction D had with the stopcock was to turn the water supply off and all D had to do was ensure that the water supply was turned back on – which it did. D wasn't there to assess the condition of or to*

*repair the stopcock, so I wouldn't expect it to have done anything more than operate the stopcock as normal. D also says that it operated the stopcock by hand, so it's not acted negligently by doing something that would cause damage. So I can't fairly say that the leak was because of something D did.*

*British Gas says the leak was because of wear and tear. Although none of D's reports mention this, I don't think it's unreasonable to suggest that this was the cause. And I wouldn't expect D's reports to talk about the condition of the stopcock anyway, given D was only there to repair Mrs R's taps. When D returned following Mrs R reporting the leak, it tightened the packing gland on the stopcock and this appears to have stopped the leak. D didn't replace or repair any of the stopcock components nor did it report any other damage.*

*So it seems the leak was likely caused by wear and tear and not because of something D did wrong.*

*Should D have checked for leaks?*

*Mrs R says she noticed the leak several days after D used the stopcock – when it flooded her kitchen. As I said above, there's no way of knowing when the leak actually began. But whenever it did start leaking, it seems to have done so gradually - to start with at least – otherwise Mrs R would've likely noticed it sooner.*

*So I don't think D did anything wrong when it didn't notice that the stopcock was leaking. D didn't have a responsibility to check the stopcock for leaks as the job it was there for wasn't related to the stopcock. As I said, all D had to do is make sure it turned the water supply on again. Even if the leak began straight away, it's unlikely it was enough for D to spot there was a problem – otherwise, as British Gas says, D's gloves would've been wet from the leak.*

*If there was an immediate leak, it's most likely that D would've noticed and would've done something to stop it. When D returned, it tightened the packing gland to stop the leak – so it's likely D would've done the same if it spotted a leak the first time. Furthermore, the packing gland is an internal part of the stopcock, so even if D did carry out an assessment of the stopcock, it's unlikely D would've noticed something like wear and tear or any other problem with this part.*

*So I can't fairly say that D should've done more to prevent the leak. D acted fairly when it returned to resolve the problem, but I don't think it is responsible for the damage caused by the leak.*

*In summary, D attended Mrs R's property to repair her taps, not the stopcock. So it didn't have a responsibility to check the condition of the stopcock or ensure it wasn't leaking. D appears to have used the stopcock for its normal function and seems to have done so in the usual way anyone would. Based on what I've seen, I can't conclude that the stopcock was leaking straight away – or leaking enough for D to notice there was a problem. So I don't think D should've done anything different at the time and I don't intend on instructing it to do anything more.*

### **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.

British Gas replied saying it had no further comments to add. Mrs R replied saying D should've checked for wear and tear and let her know there was a problem. She says she

trusted D as a professional in this matter and that D should've made sure the stopcock mechanism was working properly. Mrs R is also upset that she's been left with a rotten floor.

I think my provisional decision addresses Mrs R's recent comments - so I'll summarise why my findings haven't changed. D was only there to repair Mrs R's taps, so it didn't have a responsibility to check the stopcock for any problems. All D had to do was make sure the water supply was turned back on.

I don't think the stopcock was leaking when D turned it back on - or it wasn't leaking enough for D or Mrs R to notice there was a problem. If there was an obvious leak, I think D would've done something to stop the leak straight away - just as it did when Mrs R got in touch to report the problem.

I sympathise with Mrs R's situation, but I can't fairly say that British Gas should be responsible for putting right the damage caused by the leak.

### **My final decision**

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 15 June 2020.

Abdul Ali  
**Ombudsman**