DRN-1887154

The complaint

Mrs and Mr L complain that British Gas Insurance Limited (BG) caused a leak but won't cover the cost of repairing the damage.

What happened

Mrs and Mr L jointly held HomeCare Four home emergency cover, including plumbing and electrics, with BG. For ease, I will refer only to Mrs L throughout my decision.

Mrs L asked BG to investigate the banging noise she could hear when using the cold water tap in her kitchen. The cause of the noise wasn't clear, so BG attended on a few occasions over the next two months to eliminate possible sources.

Later, Mrs L noticed damp walls, carpet and bubbled paint by the stoptap, which had been hidden by an umbrella stand. She called BG and on investigation it identified a loose part. The repair stopped the banging noise, but BG damaged the plasterwork in the process.

Mrs L complained that BG's previous work had caused the leak and asked it to repair the damage. While having the lead pipes replaced in her home, she also found that the damp had spread through to the adjoining room. Mrs L asked BG to cover the cost of that damage too.

BG rejected her claim because it didn't think it had caused the leak.

Our investigator didn't uphold the complaint because the evidence presented by both parties showed no evidence of damp on previous visits. And although BG admitted its engineer caused some damage when replacing the stop tap handle, our investigator didn't think the damage required any additional repair to that already necessary because of the damp.

Mrs L didn't agree. She thought BG must've caused the leak during its investigation.

The complaint was passed to me to decide.

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.

While I realise this will disappoint Mrs L, I've decided not to uphold her complaint for broadly the same reasons as our investigator. I'll explain.

It's clear that BG visited Mrs L's home on several occasions to identify the cause of the noise coming from the pipes. But the key issue in dispute is whether or not BG caused the leak which damaged her home and, if it did, whether it should pay for repairs. So, while I've looked at all evidence available, my decision will focus on this point.

BG took photos of Mrs L's property during its investigation and the area around the stoptap features in those photos. In the first set of photos, it's clear to see that the stoptap handle has broken off, leaving a sharp end protruding. The wall behind and at the side appears dry with no evidence of mould or bubbled paint. In the final set of photos, taken two months later when BG visited after Mrs L reported the damp, the stoptap handle is still missing but the surrounding wall is mouldy and evidently damp. The photos from the previous month don't show the stoptap at all.

Based on this evidence alone, I can understand why Mrs L thinks BG caused a leak – the wall wasn't damp, BG carried out repairs in her home, two months later the walls were damp.

So, I've looked at the repair notes but there's no indication that the engineer did anything with the stoptap during the visits before Mrs L reported the damp wall. I understand that her recollection is that BG replaced the stoptap handle on the first visit. Here, though, the photos provide clear evidence that the handle wasn't replaced until the final visit. BG's photos of the damp wall show the stoptap still with the sharp broken end and no evidence of tool marks to suggest any work had been done on it. Further photos from the same visit show the stoptap again with the new handle. The evidence here persuades me that BG didn't work on the stoptap until the final visit and after the leak had already damaged Mrs L's home.

I'm aware that Mrs L's independent plumber's report says that BG wouldn't have used tools that would leave marks, so the photo doesn't prove it didn't work on the stoptap. In which case, there wouldn't be marks on the stoptap regardless of whether BG worked on it or not. So I can't reach any fair conclusions based on the absence of tool marks.

Those same photos show me that BG damaged the wall when replacing the stoptap and fixing the loose part. BG doesn't dispute this. Ordinarily, I might've asked BG to repair the damage it caused because that would be the fair thing to do. But in the circumstances of this complaint I don't think that's of any benefit. I've concluded that BG didn't cause the leak which led to the damp in Mrs L's home. So Mrs L would've had to bear the cost of the repairs either personally or through her home insurance. The relatively small amount of damage BG caused was to the damp wall – and because it was damp - which Mrs L would need to have replastered anyway. So BG hasn't caused any additional loss or additional cost to the repairs that Mrs L would've paid for if it hadn't damaged the wall. For that reason, I don't think it's reasonable to ask BG to carry out or pay for the repairs to Mrs L's wall.

In summary, the evidence doesn't support Mrs L's view that BG caused a leak which resulted in water damage to her home. So, it would be unreasonable for me to direct BG to repair a wall which already needed repairing.

My final decision

For the reasons given above, my final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L and Mr L to accept or reject my decision before 8 October 2020.

Debra Vaughan
Ombudsman