

The complaint

Mr C and Mrs N complain that British Gas Insurance Limited (BG) hasn't accepted liability for a leak in their home under their home emergency policy.

What happened

In April 2020 Mr C and Mrs N had no water coming into their property. BG were contacted and sent an engineer. The engineer couldn't find a reason why there was no water going into the property. So he inspected the outside water meter to find that there was no water going inside. He advised them to contact the water board.

The engineer from the water board attended and turned the water back on. A few hours later Mr C and Mrs N's neighbour contacted them to tell them that there was a leak coming from their property going into the neighbour's property. Mr C's relative located the source of the leak and managed to tighten the pipe, which stopped the leak.

Mr C and Mrs N believed that it was the BG engineer who had loosened a pipe and when the water was restored the leak occurred. So they complained to BG.

In its final response, BG said that the engineer visually checked the pipework but didn't touch it, as there was no running water inside the property. It said that it wasn't responsible for the leak and the resulting damage. Mr C and Mrs N weren't happy with the outcome and referred the complaint to this service.

One of our investigators considered the complaint and didn't think it should be upheld. She concluded that there wasn't enough evidence to show that the engineer loosened the pipework and caused the leak. So she didn't think that there was enough evidence to show that BG were responsible for the leak.

Mr C and Mrs N didn't agree with our investigator as they maintained that it was BG's negligence that caused the leak and the resulting damage. So they asked for a decision from an ombudsman.

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.

Having done so, I won't be upholding this complaint. I understand this won't be the outcome that Mr C and Mrs N would've liked but I'll explain why I've reached this decision.

I have reviewed the policy documents, job records and the comments from both parties. Mr C and Mrs N had a plumbing, heating and drainage policy. The main issue of this complaint was whether BG were negligent and so responsible for the damage caused.

It isn't in dispute that the engineer attended as there was no running water coming into the property. What is disputed is whether the engineer touched the pipework where the leak came from and consequently caused damage.

I have reviewed the engineer notes, which as far as I'm aware is the only expert evidence available. Mr C and Mrs N recall that the engineer had been at the property around 45 minutes checking all the pipes. But the notes that the engineer made about the visit indicated that he had been there for around 20 minutes and found: *'No water to apartment. Checked just at stop cock and no water. Advised customer to call water board to check'*. So I am persuaded by BG's position that the engineer carried out a visual assessment of the pipework. And, in the absence of any expert evidence to the contrary, I don't think it would be fair or reasonable for me to conclude that the BG engineer loosened the pipes, which then caused the leak.

Mr C and Mrs N maintain that the following policy term doesn't apply as they believe that BG caused the leak: *'We're not responsible for any loss of or damage to, or cleaning of property, furniture or fixtures as a result of your boiler, appliance or system breaking or failing unless we caused it. For example damage caused by water leaks.'* I asked Mr C and Mrs N if they would be able to provide an independent engineer report on what caused the leak. They said that they didn't have a report, nor could they obtain one now.

Consequently, I must consider the evidence as it stands. BG has relied upon its engineer's report on what he found when he attended. It has said that there was no reason for the engineer to have touched the pipework as there was no water going into the property. So in the absence of any further expert evidence, I am persuaded by BG's comments that it didn't cause the leak. And I am satisfied that BG can reasonably rely on this exclusion clause.

In addition, the policy says where there is any damage caused as a result of problems with the supply (which was the case here) BG won't be liable for it. It says: *'We won't repair any damage that is caused by, changes in or problems with, the supply of your gas, water or electricity'*. So I can't say that BG were unreasonable to rely on this clause either.

Given the circumstances, I don't think that BG were unreasonable in concluding that it wasn't liable for the leak nor for the resulting damage that was caused. So, I can't reasonably ask BG to do anything more to resolve this claim.

My final decision

For the reasons I have explained, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs N to accept or reject my decision before 8 January 2021.

Ayisha Savage
Ombudsman