

The complaint

Mr S complained about some damage he said was caused by British Gas Insurance Limited (British Gas).

What happened

Mr S contacted British Gas under his home emergency policy because he found a leak coming from a pipe joint in the cupboard housing his boiler, which caused damage. British Gas sent an engineer, who carried out a repair.

Following the visit, Mr S complained to British Gas because he said the leak was the result of faulty work carried out by British Gas several years ago. When British Gas replied it said there was nothing to suggest there was an issue with the way the pipework was installed.

When Mr S complained to this service, our investigator looked at what happened and didn't uphold the complaint. He said there wasn't evidence to show the leak and damage was the result of the work previously carried out.

As Mr S didn't agree, the complaint was referred 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.

Having done so, I don't require British Gas to do anything further. I will explain why.

Several years ago, Mr S had work carried out to relocate and install a new boiler. When Mr S had a smart meter fitted, he checked whether the boiler had been switched on and found a leak from a pipe joint, which had caused damage to his property.

British Gas sent an engineer under Mr S's HomeCare policy. The engineer carried out a repair and Mr S said the engineer told him the leaking joint hadn't been properly soldered and that the damage looked like it was the result of an ongoing leak over many years. British Gas said that when it spoke to the engineer, he said that if he had thought it was poor workmanship he would have reported it and that he couldn't give a reason for why it had happened as there wasn't anything obvious that it could have been. So, I think it's difficult to take the evidence from the engineer about the cause as conclusive either way. This doesn't mean that I'm ignoring what Mr S said he was told, but the engineer seemed to revise his position on why the leak might have happened.

Mr S has also said photos showed the damage was long term. Looking at the photos, I think these indicate that there might have been an issue for a while, but I don't think they give an indication of how long or whether that dated back to around the time the original work was carried out. Mr S has also said the damage hadn't been found earlier because it was in an area that wasn't easy to access. But, again, that doesn't tell me when the leak most likely started or why.

Mr S also said he spoke to a plumber who said that a solder joint done correctly would last forever and that on the rare occasions the plumber had seen them fail, it was very shortly after the work was carried out. I accept this is the plumber's professional opinion. However, I'm also aware that British Gas has said that if the leak was a longstanding issue, potentially dating back to the time when the original work was carried out, there would have been other issues, including with the water pressure. I note that Mr S disagreed that there would have been a drop in pressure and said that if British Gas had investigated properly that it would have found the leak was from the cold-water feed pipe and not the heating circulation system. But looking at British Gas's record of the visit, these said the issue was with the hot water feed.

Mr S also said British Gas refunded his £60 excess because the damage looked like it was caused by the original work it carried out and that the issue would be referred to its insurer. I've looked at British Gas' records and these confirm that the excess was refunded because Mr S had said he didn't feel he should have to pay it due to previous work failing and the call handler could see the previous work in its records. The call handler also said the complaint would be sent to British Gas' insurer if a manager felt it was liable. I think Mr S and British Gas' accounts of what happened are very similar. I think the call handler refunded the excess based on Mr S's description of what had happened, which I think was reasonable, and that he explained about referring the matter to insurers. Beyond that I think it's difficult to say what happened.

The damage then seems to have been referred to British Gas' insurer to investigate. Mr S said he was told to make a home insurance claim and, in Mr S's words, "*let the two insurers work it out between them*". In the circumstances, I think that was reasonable, including because there seems to be no agreement between British Gas and Mr S on what the engineer found, which pipe had leaked or the amount of time that the pipe had been leaking. This enabled Mr S potentially to get the damage dealt with and for British Gas to discuss any liability with the insurer if that turned out to be relevant.

So, thinking about all of the above, I think it was reasonable that British Gas carried out a repair, investigated what happened and, having done so, suggested that Mr S make a home insurance claim. As a result, I don't require British Gas to do anything further.

My final decision

For the reasons I have given, it is my final decision that I don't require British Gas Insurance Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 14 October 2021.

Louise O'Sullivan
Ombudsman