

The complaint

Mr L has complained that his home was damaged by British Gas Insurance Limited (British Gas) due to works it carried out under his home emergency policy.

What happened

Mr L had a fault with his boiler. So, British Gas sent an engineer who fitted a new hot water pump. A few days later, there was a leak from the boiler. When British Gas sent an engineer, they found that the first engineer had incorrectly fitted the pump, which had caused the leak.

Soon afterwards, Mr L contacted British Gas again because he found damage around the sink area that he said was the result of the leak. About three months later, British Gas inspected the damage and said it hadn't caused the damage around the sink area and there was evidence of a pre-existing issue.

When British Gas replied to Mr L's complaint it accepted it hadn't fitted the hot water pump correctly, which had caused a leak. It said the only damage was around the sink area. There was no damage to areas such as the boiler housing, the boxing in below the boiler or the worktop below the boiler, which it would have expected if the damage around the sink area was connected to the boiler leak. The sink seals had mastic applied previously and the worktop area was soft, which was why the taps weren't sitting straight. It said there was nothing to indicate the damage around the sink was due to the leak from the boiler. However, it offered £100 compensation because of the inconvenience of multiple visits by engineers.

When Mr L complained to our service, our investigator upheld the complaint. He said it wasn't in doubt that there was a leak caused by British Gas. British Gas had argued the damage was pre-existing because mastic had been applied to the taps, but Mr L had said he applied the mastic following the leak. As British Gas had waited three months to send anyone to view the damage, he said it hadn't provided persuasive evidence of the damage being present before the leak. He said British Gas should pay to replace the damaged section of the worktop that the tap sat in.

As British Gas 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 uphold this complaint. I will explain why.

British Gas accepts it caused a leak in Mr L's home because it incorrectly fitted a hot water pump. Mr L said a large amount of water leaked from the boiler, which covered the kitchen worktops and floor and took considerable work to mop up. He said that some of it got behind the worktop in the sink area and caused damage to the worktop.

From what I've seen, Mr L contacted British Gas promptly to explain his concerns about the worktop. But British Gas took three months to inspect the damage. This meant that British Gas didn't inspect the damage close to the time that it happened. Although it has said the mastic was evidence that the damage was pre-existing, it hasn't provided any evidence for how old it thinks the mastic was or why Mr L's explanation that he applied it following the leak wasn't credible. I find Mr L's explanation believable and I'm not persuaded that the mastic showed that the damage was pre-existing.

I've also thought about whether the damage only being around the sink area means that it is less likely to be the result of the leak from the boiler. My understanding is that the leak was extensive and it took nearly an hour to turn off the water supply to stop the leak. Mr L has said the water went over the kitchen worktops and floor.

I've looked at the photos of the kitchen and can see that the boiler sits above the worktop that the sink sits in, although they are not right next to each other. But, based on what Mr L has described, I think it is credible that the water was able to spread along the counter to the sink area. Although Mr L mopped up the water, he said some of it was able to get behind the worktop by the sink and so couldn't be mopped up, which was what caused the damage. Again, I think this is a credible explanation.

British Gas said the worktop was soft around the sink area, which would suggest that water had got into it, although I accept this doesn't mean it could only have happened because of the leak. I'm also aware that following British Gas's inspection of the damage it said other areas closer to the boiler didn't show signs of damage. But Mr L explained that he mopped up as much water as he could and that it was water he couldn't get to that caused the damage. So, I don't find British Gas's argument persuasive.

So, based on the evidence I've seen, I think it's more likely than not that the area around the sink was damaged by the water leak. As British Gas caused the water leak, I think it needs to fix the damage. Mr L has said he needs the damaged part of the worktop to be replaced so that the tap can be refitted properly. So, I require British Gas to cover the costs for replacing the damaged section of worktop. British Gas should also ensure that Mr L has received the £100 it previously offered, which I think was appropriate in the circumstances of this case.

Putting things right

British Gas must cover the costs for replacing the damaged section of worktop and ensure that Mr L has received the compensation it previously offered.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require British Gas Insurance Limited to:

- cover the costs for replacing the damaged section of worktop
- ensure Mr L has received the £100 compensation it previously offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 11 November 2021.

Louise O'Sullivan
Ombudsman