

The complaint

Mrs M complains that British Gas Insurance Limited (BG) caused damage to her property, and to the one below, when their plumber attended on a callout under her home emergency policy.

What happened

Mrs M had a home emergency policy with BG for a tenanted flat. The policy provided gas safety certification, plumbing and drains cover, and home electrical cover.

In late November 2021 Mrs M's tenant had a leak. Mrs M said it was a small trickle from the back of the toilet. So BG were called. Mrs M's tenant said that the plumber started work on the leak before he could turn off the water. And that this caused a flood that damaged both Mrs M's flat and the flat below.

Mrs M offered to pay for the repairs to the flat below her own property. Her own tenanted flat also needed repairs after the leak. She said the total cost of repairs for both flats was £2,612. She asked BG to pay for the cost of the repairs to both flats, as she felt their plumber was responsible for the damage. She complained to BG in December 2021.

Mrs M said she didn't hear from BG until March 2022. BG didn't feel that their plumber had been responsible for the damage. Mrs M emailed BG on 25 March 2022 to tell them exactly what had happened. She said the agent for the rented flat below hers could corroborate her version of events. She totally disagreed that BG's plumber hadn't caused the flood.

BG issued their final response to the complaint in April 2022. They said their plumber didn't cause the flood. They said that the callout had been logged as an "*uncontainable water leak*". BG also said that their plumber had provided evidence that the flood had happened before he arrived. They acknowledged that Mrs M believed her tenant's version of events rather than their plumber's. But said that although she'd been asked for evidence to support her tenant's testimony, she'd told them there wasn't any. BG said that without evidence to support Mrs M's tenant's claims, they couldn't accept liability for the property damage. BG said they'd internally reviewed the complaint and had come to the same conclusion.

BG said that Mrs M could refer the property damage to her home insurer. And that if her insurer felt that she had enough evidence to lodge a counterclaim, they could contact their Claims Management Unit.

Unhappy with BG's response, Mrs M brought her complaint to this service. She said that as well as the costs incurred for repairs, she'd also been upset and inconvenienced by BG's response.

Our investigator didn't think the complaint should be upheld. He acknowledged that what had happened had caused Mrs M distress. But didn't feel it would be fair to hold BG responsible.

Mrs M didn't agree with our investigator. She made the following points:

- BG's plumber had caused misery to the occupants of the flat below, as well as to her tenants and her. And they'd done nothing to help.
- She provided an email from her tenant explaining what he felt had happened.
- She also said that the agent for the flat below hers was happy to explain what had happened. She felt it was morally and financially wrong for BG not to admit liability, and to blame others for their own incompetence.

As agreement couldn't be reached, the complaint has come to me for a final review.

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'm not going to uphold it. I agree with our investigator that there's no evidence, other than Mrs M's tenant's testimony, that BG's plumber caused the flood. And I've seen evidence that the flood was already present before the plumber started to work on the leak. I appreciate that Mrs M will be disappointed with my decision so I'll explain how I reached it.

Mrs M feels that the November 2021 plumber's visit led to the flood, which caused damage to both her own property and the flat below. She said that if BG's plumber had waited for the water to be turned off before he started work, the flood wouldn't have happened. She also said that BG had lied about what'd happened.

BG have provided evidence from their plumber that the flood had already happened before their plumber started to fix the leak.

I've carefully considered what both parties have told this service. I consider that it's more likely than not that the flood had already happened before the plumber attended. I say this because other than Mrs M's tenant's testimony that the plumber had caused the flood, I've no evidence that he did. I do, however, have several pieces of evidence that the flood had already happened before the plumber's visit. These are:

- The fact that the original callout was logged as an *"uncontainable water leak"*.
- The evidence supplied by the plumber, including photographs which show that the bathroom floor was already flooded before his work began.
- The plumber's report which said: *"Walked into property which was flooded..."*.
- Mrs M's tenant's comment, in an email to her dated 4 December 2021, that: *"The floor underneath the [bathroom] tiles was all spongy whenever stepped on and water was popping up. We identified no visible leak source. The plumber identified the source as a rotten pipe behind the toilet"*.
- A photo taken by the plumber showing that he had to use his wet-vac to collect water that was flowing onto the floor before he started work. And a further photo showing that the broken pipe which had caused the leak had already disconnected before the plumber attempted to carry out any repairs.

I acknowledge that Mrs M said the agent for the flat below hers could corroborate her tenant's version of events. But I've also seen an email from him dated 25 March 2022 in

which he stated:

“Happy to provide any sort of witness statement you need just prepare the words and I’ll sign at the bottom”.

I appreciate that Mrs M has been concerned throughout her complaint that the people in the flat below hers shouldn’t suffer due to the leak in her flat. And I understand that the agent for that flat would be well aware of the problems they had encountered due to the leak. But I’ve no evidence that the agent would have any idea what had caused the flood. He could only know the consequences of the flood. Therefore I’ve no reason to ask the agent for a witness statement, especially given the statement above.

I’m sorry that Mrs M, her tenants and the tenants of the flat below hers have been impacted by the flood. I understand that it has been very distressing for them. But I’m satisfied that the evidence shows that the flood had happened before the plumber’s visit. Therefore it wouldn’t be fair or reasonable to hold BG responsible for the consequences of the flood. And I don’t uphold the complaint.

My final decision

For the reasons given above, I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs M to accept or reject my decision before 19 October 2022.

Jo Occleshaw
Ombudsman