

The complaint

Mr M complains that British Gas Insurance Limited failed to adequately repair a leak under his HomeCare policy.

What happened

In July 2021, Mr M made a claim under his HomeCare policy for a leak. British Gas arranged for a third-party drainage and plumbing company – who I'll refer to as 'D' – to attend. D carried out a dye test and established that the leak was caused by a broken gully pot. This was replaced and D confirmed there were no further faults.

Approximately ten months later, Mr M noticed his worktop was sagging and there was damage to his kitchen sink doors. He looked under the floorboards and found water was collecting in the same place as before. So he contacted British Gas to advise that the leak hadn't been repaired properly.

British Gas initially said that workmanship was only guaranteed for 14 days. And as Mr M's policy was no longer in place, it wouldn't be able to respond to a claim. Mr M disputed this, as his policy said both parts and workmanship were guaranteed for 12 months. British Gas then agreed to send D to inspect the leak.

D attended in June 2022. They did a further dye test which showed the leak wasn't coming from the replaced gully. Instead, they said there was a leaking joint approximately half a metre from the property. And they said the internal damage to the kitchen was likely caused by failed sealant at the back of the kitchen sink. Based on this advice, British Gas said it wasn't responsible for the leak and advised Mr M to claim on his home insurance.

Mr M complained that D had failed to repair the leak correctly in July 2021. He says that no CCTV was used initially, and that D must have guessed it was the gully leaking and missed the actual source of the leak. Mr M also disputes that the internal damage is due to failed sealant, but rather that the sealant has failed due to stream from the leak directly below it.

British Gas maintained its position, so Mr M brought his complaint to our Service. But our Investigator didn't uphold it. He said there was no evidence to show the leak hadn't been repaired and that he considered it most likely any failed repairs as a result of water ingress would've presented themselves sooner than ten months.

Mr M didn't agree. He says that whilst he hasn't provided evidence to show the leak wasn't repaired, British Gas hasn't provided evidence that it was. He doesn't believe D are independent as they carried out the initial repair. And he questions whether it's a coincidence that a second leak appeared in the exact same place as the first. He's also unhappy that British Gas incorrectly informed him that workmanship was only guaranteed for 14 days initially.

The complaint has been 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.

It's not in dispute that Mr M made a valid claim under his policy in 2021, which was accepted by British Gas and repair work was carried out to fix the leak. According to the HomeCare policy, both the work and parts – if found to be faulty – are covered by a guarantee. It says:

“Twelve-month guarantee

We guarantee to repair or replace any faulty parts we've supplied, or fix any faulty work that we've done for twelve months from the date that we did the work.”

Mr M complains that the work carried out in 2021 was faulty; he thinks British Gas should repair the leak and subsequent damage caused to his property under the guarantee. To be clear, I'm not a drainage or plumbing expert. So, to decide whether British Gas are responsible here I must rely on the evidence presented.

British Gas arranged for D to reattend the property and another dye test was carried out. They said, *“dye traced the gully and proved that the dye did not appear in the basement”*. As such, they were satisfied the works carried out to the gully were sufficient and the leak wasn't coming from what they consider to be the original source.

Mr M believes the gully must not have been the original source, and that D failed to identify the leak correctly in 2021. But the information from D's visits in 2021 show a dye test was completed both before and after the gully was replaced. And based on those results, it does appear this was the cause of the leak.

Whilst I appreciate Mr M's strength of feeling about this complaint and his assertions that the leak has been ongoing for ten months under the floorboards, I'm mindful that Mr M – like myself – is not an expert in this field. So without an expert's opinion to support what he's saying, I can only speculate as to whether this is the case.

Based on the information currently available, I'm more persuaded by the expert evidence provided by D from both the visits in 2021 and again in 2022 which shows the gully was the cause of the leak and it was successfully repaired. Whilst Mr M questions the coincidence of a second leak in the same area, it's plausible that that the leaking joint and / or failed sealant could've occurred after the 2021 visit. As the evidence provided by D supports this, I can't fairly ask British Gas to take responsibility for the further leak.

Mr M is also unhappy that British Gas initially said workmanship was only guaranteed for 14 days. He's provided evidence of this conversation and he wants our Service to comment on its failure to provide correct information; he feels he was lied to.

Whilst I understand Mr M wants there to be consequences for British Gas, I must be clear that we're not the regulators and it isn't my role to fine or punish a business. In addition, we're not the courts but an informal alternative. Where a business has done something wrong or unfair, our role is to ensure the business puts the customer back in the position they would've been in had everything been done correctly.

Sometimes things go wrong and inevitably this may cause a customer some distress and inconvenience. This doesn't mean the customer must be compensated in all circumstances. Instead, we'll look at the impact any errors had and decide whether compensation is warranted.

In this case, British Gas did give Mr M incorrect information about the policy's guarantee. But after Mr M objected, it sent D out to assess whether any parts or workmanship was faulty – whereby putting Mr M back in the position he would've been in had everything been done correctly. So, whilst I don't doubt this error would've caused Mr M some distress and frustration, I don't think there was an impact here which would warrant a compensation award.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 20 June 2023.

Sheryl Sibley
Ombudsman