

The complaint

Miss H and Mr M are unhappy with how British Gas Insurance Limited handled a claim under their home emergency insurance policy.

Because Mr M is leading on this complaint, I've referred to him throughout my decision. Any reference to British Gas includes the actions of its agents.

What happened

The circumstances of this complaint are well known to both parties, so I've summarised events.

- In February 2023, Mr M reported a suspected leak to British Gas and made a claim under his HomeCare Three policy. British Gas attended and said there was a burst mains water pipe and that this needed to be passed to the mains water provider.
- In March, it was confirmed that there was a leak under the drive / garage of Mr M's property, and that a new entry point was required for the mains water supply – the original point of entry having been in the utility room.
- By early April, British Gas had installed a new entry point for the mains water supply. Mr M says shortly after this repair his kitchen floor started to rise and split, and so, he requested British Gas reattend.
- Mr M says a British Gas engineer told him the leak in the kitchen was resolved by capping off the old water mains supply – which ought to have been done when the original repair was carried out. Considering British Gas to be responsible for the damage to his flooring, Mr M complained to it.
- British Gas said the damage was connected to the original leak and was not a result of its contractor's workmanship. But it paid £150 compensation to recognise multiple visits had been made to Mr M's property.
- Mr M remained unhappy and so, brought a complaint to this Service. An Investigator considered it but didn't uphold it. She wasn't persuaded there was sufficient evidence to show the damage was attributable to poor workmanship and was more persuaded it was connected to the original leak.
- Because Mr M disagreed, the complaint has been passed to me for a final decision.

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 agree with the outcome our Investigator reached – I'll explain why.

- This complaint centres on whether there's enough evidence to show the damage to Mr M's kitchen and downstairs bathroom flooring can reasonably be attributed to a poor workmanship by British Gas when it was repairing a separate leak.
- Mr M's argument is that British Gas failed to cap off the water supply pipe in the utility room which caused a leak and the damage to his flooring, and he says British Gas' engineer confirmed this. But when I consider the available evidence, I'm not persuaded he's demonstrated British Gas were at fault.
- First, the engineer's note from May 2023 - when the old cold main supply was capped off – says: *"I found the old existing cold main hadn't been capped, capped off old main and done a pressure test which is now holding."* Whilst I agree it shows the old supply hadn't been capped off, it doesn't confirm the damage to the flooring was caused by this.
- Second, British Gas has said the water damage to Mr M's flooring was caused by the original mains water pipe leak. It said its engineers' notes and photographs show the affected areas were dry or were drying out – which is indicative of the damage having been caused by the original leak, and not recently. So, I've looked at this evidence to see if I agree.
- I've reviewed the photographs taken by the engineer in April – before the old water supply was capped off - these appear to show the joists and flooring beginning to dry out, which isn't indicative of an existing leak.
- Furthermore, the engineers' notes support the position that the damage hadn't been caused by an ongoing leak and wasn't therefore, new. I say this because when British Gas reattended - following Mr M raising fresh concerns about damage to his flooring – the engineer noted:

"No water is seeping up from the flooring and the flooring is not waterlogged at the joins that can easily move up and down. Old stop cock in the utility is off and the flooring in inspection hatch shows no sign of water."

- And when British Gas later attended in June – following Mr M saying the damage had worsened and his boiler's pressure had dropped - the engineer noted:

"Check under the kitchen units. No water damage or signs of a leak. Check old mains stopcock and capped cold-water pipe in the utility boxing. No leaks on heating pipework and tighten old water pipe cap slightly more. No water weeps and all pipework is dry. Lift the flooring in the stairwell cupboard, access to kitchen area by brickwork gap. Take photos of flooring and joists from below as well as the floor."

"Flooring and joists water damaged. But no signs of an ongoing leak. Cause old main pipe that has stopped leaking after the mains to house was redirected. Ground floor is not wet or any puddles on it. No Leak Seen underfloor. Put access boards back down".

- As an ongoing leak couldn't be identified, there wasn't recent water damage, and the engineer concluded the cause was the *"old main pipe that has stopped leaking after the mains to the house was redirected"*, the evidence doesn't support Mr M's position that the uncapped water supply pipe caused the damage.
- I've also thought about the original leak being described as "decent" by the attending

engineer – which I take to mean sizeable and/or extensive – and so, it doesn't seem implausible that it could have spread to Mr M's kitchen and downstairs bathroom, given the proximity of this area to the original leak and the extent of the leak.

- So, when I consider all the above, and the fact I don't have any independent expert evidence to support Mr M's position, I'm not persuaded British Gas can reasonably be held accountable for the damage to Mr M's flooring. And so, I won't be asking it to take further action.
- Mr M may have recourse under his home insurance policy. If he does, and new evidence comes to light regarding the source of the damage, then I would expect British Gas to consider this.
- I know my decision will be disappointing for Mr M, but as it stands, I don't have sufficient evidence to persuade me the damage to his flooring is attributable to poor workmanship on British Gas' part.
- Understandably, the numerous visits Mr M received from British Gas would have been inconvenient for him and it has paid £150 to recognise this. And I consider this to be fair in the circumstances.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H and Mr M to accept or reject my decision before 27 December 2023.

Nicola Beakhust
Ombudsman