

The complaint

Mrs G and Mr G complain that when British Gas Insurance Limited attended their property to repair a boiler leak, they caused a further leak which damaged their kitchen and dining room.

What happened

Mrs G and Mr G held a home emergency policy with British Gas. In June 2022 Mrs G and Mr G separated, and Mr G has remained in the former matrimonial home, taking over the policy in his sole name. However, at the time of the incident this was still held as a joint policy.

In August 2022 Mr G called out British Gas to deal with a leak from his boiler which was located in the garage. The engineer turned off the water at the stopcock and repaired the boiler leak. He then turned the stopcock back on.

Three days later, Mr G noticed water coming up through the engineered wood kitchen floor. Mr G checked the stopcock which was in a cupboard in the kitchen, and found that it was leaking. Mr G phoned British Gas as their engineer was the last person to touch the stopcock.

A second engineer attended and repaired the stopcock. This leak caused damage to the bottom of the kitchen cupboard carcasses, fascia boards and the wooden floor. Mr G complained to British Gas, but they said that the leak was not the engineer's fault and the damage would have been more likely to be as a result of the boiler leak. Mr G disputed this as the boiler was in the garage, not near the location of the stopcock in the dining kitchen.

In their final response, British Gas accepted that the leak was from the stopcock but denied that the leak was as a result of their engineer's negligence, as he only turned the tap off and on again.

They apologised for the length of time they had taken to deal with the complaint and paid him £40 compensation for the delay in complaint handling, which was sent with the final response letter to his Mrs G at her new address. Mr G was unhappy with the response and that it was sent to Mrs G as she was no longer on the policy. So he brought his complaint to us.

One of our investigators has looked into Mr G's complaint and she thought British Gas should pay for the damage caused by the water leak.

British Gas disagreed with our investigators view, and so the case came to me to review. I issued a provisional decision on the complaint. My provisional findings were as follows:

I don't agree with the investigator's findings, and I'm intending to not uphold this complaint, so I will explain why below.

I've thought about whether British Gas have acted fairly in their refusal to accept responsibility for damage caused by the leak from Mr G and Mrs G's stopcock.

I can see from the evidence that when the first engineer attended on 18 August to deal with the boiler leak, he isolated the water supply using the stopcock, which was located behind the panelling in the dining area of the kitchen diner. Following the repair of the boiler, he turned the stopcock back on again.

Three days later, Mr G noticed that there was water coming up through his dining area floor and located the source of the water to be the leaking stopcock, and so he called British Gas out again.

The engineer's notes from that visit say that:

"Leak from packing gland on the internal stopcock. I repacked the gland on the stopcock and all ok".

What is meant by this is that the leak was coming from the gland nut which is at the base of the tap on the stop cock. The engineer loosened the gland nut and wound PTFE tape around the thread of the spindle before retightening the nut.

I can appreciate that Mr G feels the first engineer must have been responsible as he says he wasn't aware of a leak previously, and there wasn't any water coming up through the floor before the first engineer's visit. However, I don't think that this is sufficient evidence that the leak was caused by the first engineer.

I haven't seen any evidence that the first engineer mistreated or damaged the stop cock, and it's unlikely that simply turning the tap off and on again will have broken it, as the intended purpose of a stop cock is to turn water on and off. The engineer didn't dismantle the stopcock nor work on any of the pipes adjacent to it, and he didn't notice a leak either before or after using the tap, which indicates that there was no significant leak present at the time of his visit.

When the second engineer attended on 21 August, he was able to use a simple fix to stop the leak, which was simply reapplying PTFE plumbing tape to the thread under the gland nut. This suggests that either the thread was worn, or that previous packing tape had deteriorated over time.

I accept that it is possible that this deterioration or wear was exacerbated by turning the tap off and on again, but in the absence of any evidence of damage to the tap, I can't fairly say that British Gas are responsible for the damage that occurred from the leak simply by using the tap for its intended purpose, and so Mr G and Mrs G will need to make a claim under his house insurance for an escape of water.

In respect of the final response being sent to Mrs G's e mail and the cheque being made payable to her, as she was a policyholder at the time of the claim she is a party to this complaint, and so I don't think British Gas have done anything wrong there. The policy wasn't put into Mr G's sole name until March 2023. I can see that British Gas have already given Mrs G and Mr G £40 in respect of failures in communication and delays, and I think this is fair for the period in question.

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.

British Gas have accepted my decision. Mr G is unhappy that my provisional decision differs from the investigators' view and has raised some further points.

When a case is referred to an ombudsman, we look at the whole case afresh and so the decision can be different to that of the investigator. As I have explained above, I'm not satisfied that there is any evidence to support a direct causal link between the actions of the engineer and the damage caused by the escape of water. I appreciate that Mr G has put forward an argument about what he thinks may have happened and has reported what plumbers have told him anecdotally, but this isn't evidence that I can rely on.

He has also said that the standard of proof here is the balance of probabilities – which is right. However, I don't think this is met because I can't say that it is more likely than not that leak was caused by the engineer when there is no evidence of misuse or damage to the stopcock and there is no evidence about when the leak started – it could have been at any point between when the stopcock was turned back on and the leak was discovered. Mr G has said that the flow of the leak was substantial when it was discovered - and so I'm not satisfied that I can hold British Gas responsible for this leak.

I appreciate that Mr G has said that his home insurance has declined to cover this claim. However, my understanding is that it was declined based on the information Mr G gave to them – which was that he believed British Gas were responsible for the damage to the stopcock. However, as I have said, as the information from British Gas shows no damage caused by British Gas and so no causal link between the engineers actions and the leak, he may now be able to ask his insurer to look at his claim again.

My final decision

My final decision is I'm not upholding Mrs G and Mr G's complaint against Aviva Insurance Limited and so they need do nothing further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G and Mr G to accept or reject my decision before 8 May 2024.

Joanne Ward
Ombudsman