

complaint

Mr W complains that British Gas Insurance Limited (BG) caused damage to his property when its engineer removed a toilet from a wall to try to find the source of a leak.

background

In November 2017 Mr W heard the sound of water leaking from an upstairs room and saw a patch on the ceiling in the room below. He contacted BG with whom he had a home emergency policy. Mr W says that BG's engineer removed the toilet from the wall in the room above which caused water from a blocked drain to go everywhere including through the ceiling of the room below. He says that the engineer then put the toilet back and advised him to call the drains department. A team from the drains department then visited the property and cleared the blocked drain. The toilet was then reinstalled and tested satisfactorily. Mr W says that the drainage team told him that the first engineer shouldn't have removed the toilet. He says that BG's engineer is responsible for causing damage to his property. He's provided photographs of a ceiling with what appears to be a single area of staining.

Following Mr W's complaint, BG carried out an internal investigation. It says its records show that when Mr W called it to report the leak, he said his ceiling was stained and with water leaking through. It also said that any leak from the toilet when it was removed by its engineer would've been minimal and wouldn't have caused the damage. It says that the drainage team agreed with this and that it denied saying that the first engineer shouldn't have removed the toilet. So BG doesn't accept that its engineer was responsible for the damage to Mr W's property.

The engineer's notes that record his first visit to Mr W's property give the job description as being to deal with "*Leak somewhere in property, noticed staining on dining room ceiling. Water coming through ceiling.*" The notes then go on to describe removing the toilet from the wall, noticing a blockage, and advising that the blockage team would need to come and deal with this.

So BG maintains that there was already ceiling damage from a leak when Mr W contacted it. It says the leak wasn't from the toilet when it was removed, but from further down the pipe run where the pipe was blocked. So BG rejected Mr W's complaint that it was responsible for the damage, and advised him to contact his home insurers.

Mr W brought a complaint to this service. Our investigator considered that there wasn't sufficient evidence that BG had caused damage and that it hadn't acted unreasonably in suggesting that he contact his home insurers. Mr W wasn't happy with this opinion, so his complaint's been referred to me to make a decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I'm not going to uphold Mr W's complaint and I'll give my reasons for not doing so.

Mr W has provided photographic evidence of the damage to his ceiling. Unfortunately he hasn't been able to provide any evidence of the condition of his ceiling before he called BG to report a leak. He doesn't appear to take issue with what BG says, that when he contacted

it he reported staining on his ceiling and a leak. I'm satisfied that BG's records accurately record that Mr W's ceiling was already stained before its engineer did any work. Mr W says that BG's engineer caused significant further damage and caused damage to his electrics, to a wall and to a sofa, but he hasn't provided any evidence of any damage other than his photograph of a stained ceiling. Both the original engineer and the drainage team have said that there was no significant leak following the removal of the toilet because it was blocked further down its run, and it was at this point that the leak occurred. And there's no evidence of two areas of ceiling damage, one under the leak spot and one in the area of the toilet.

Given the information before me, I'm not persuaded that BG caused the damage that Mr W says it caused. Mr W's policy states that BG isn't responsible for any loss or damage unless it's caused it. It refers specifically to water leaks. For that reason, I'm not going to uphold Mr W's complaint.

my final decision

For the reasons I've given above, I'm not upholding Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 13 August 2018.

Nigel Bremner
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