

The complaint

Mr E complains that British Gas Insurance Limited failed to repair a leak correctly under his HomeCare Insurance policy, which has caused further damage.

What happened

The detailed background to this complaint is well known to both parties, so I'll only summarise the key events here.

In August 2023, Mr E made a claim under his HomeCare insurance policy due to a leak under the kitchen sink of a property he owns and rents out.

British Gas said an engineer would attend the following day, but Mr E says they didn't turn up. This is disputed by British Gas who says an engineer attended but no one was at the property, and a photograph has been provided showing the engineer at the front door.

A further appointment was arranged for a few days later. The engineer attended and recorded that the tap needed tightening, a new strainer was needed, and the waste pipes needed taking apart to clean through and put back together. This was completed and tested, and the leak appeared to be resolved.

Mr E says British Gas attended again in September as the leak persisted. This is disputed by British Gas who has provided their system notes showing that its attendance in September related to a reported fault with a fridge freezer.

In January 2024, Mr E inspected the property and found that the kitchen sink was still leaking and there was water damage throughout the kitchen. He contacted British Gas who arranged for an engineer to attend.

The engineer recorded that the leak was coming from the bottom seal around the tap body and possibly from two other places. They changed all parts and tested, confirming the leak was resolved.

Mr E raised a complaint. He said that due to British Gas' failure to fix the leak properly the first time, he has extensive water damage to his kitchen.

But British Gas didn't accept liability. It said the damage underneath the kitchen sink was there when its engineer first attended, and it's provided photos from the initial visit showing this. It said the damage to the wall and other kitchen units are nowhere near the sink so British Gas doesn't accept this was caused by the leak.

As Mr E didn't accept this outcome, he brought his complaint to our Service.

Our Investigator didn't uphold the complaint. She was persuaded by the professional opinion of British Gas' engineer that the leaks were unrelated and hadn't caused the damage to the kitchen. And in the absence of a conflicting professional opinion, she wasn't satisfied that British Gas was responsible for the damage.

Mr E has asked for an Ombudsman to look at the complaint afresh, so it's 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.

Having done so, I've reached the same outcome as our Investigator and for broadly the same reasons. I've set out my key reasons why below.

Firstly, I'd like to reassure Mr E that whilst I may have condensed what he's told us in far less detail and in my own words, I've read and considered all his submissions in full. I'm satisfied I've captured the essence of the complaint and I don't need to comment on every point individually, or possibly in the level of detail he'd like, in order to reach my decision. This isn't meant as a discourtesy, but simply reflects the informal nature of our service.

- I'm satisfied an engineer attended Mr E's property on 18 August 2023 within the time frame arranged. I say this because British Gas has provided a photograph of the engineer at the door along with the data for the photo showing the date and time it was taken.
- I'm persuaded the leak was repaired satisfactorily on 22 August 2023. I say this because the engineer recorded that the job was complete and there is no record of Mr E informing British Gas otherwise. Mr E says he had a tenant in the property during this time (although this is disputed by British Gas who say the property was empty and keys had to be obtained from an estate agent). If this is correct, I'm not persuaded the leak could've continued for over four months to the extent that it caused water damage to the kitchen without the tenant noticing.
- Even if the leak had continued, it was for Mr E or his tenant to let British Gas know that the fix it implemented hadn't resolved things. I can't see that Mr E contacted British Gas again until over four months later.
- Whilst Mr E says he did contact British Gas in September 2023, the system notes show this was in relation to a fridge freezer. There is no evidence to suggest the leak had continued in September and that Mr E had reported it.
- The engineer's notes from January 2024 record the cause of the leak to be different to the cause in August 2023. As such, it appears the two leaks were unrelated, and I haven't been provided with a contrary professional opinion to show me otherwise.
- The photos taken by the engineer in August 2023 show damage to the kitchen sink cupboard. So I'm not persuaded the damage Mr E complained about in January 2024 is new damage caused as a result of British Gas failing to fix the leak.
- The other damage Mr E complained about appears to be in other parts of the kitchen and not directly in contact with the kitchen sink. No evidence or professional opinion has been provided to show me that damage to the wall and other units is as a result of a leak to the kitchen sink. And, as I've explained above, I'm not persuaded this damage could've occurred as a result of an ongoing leak without Mr E's tenant noticing. If the property was empty, then it would've been Mr E's responsibility to regularly check on it.

Overall, I'm not persuaded Mr E has satisfactorily shown that his kitchen is damaged as a result of British Gas' actions. So it follows that I'm not asking British Gas to do anything to put things right.

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 E to accept or reject my decision before 30 September 2024.

Sheryl Sibley
Ombudsman