

The complaint

Mr P complains British Gas Insurance Limited caused water damage to his property following a claim for a blocked drain under a HomeCare insurance policy.

Reference to British Gas include their agents.

What happened

In November 2022, British Gas attended Mr P's property under his HomeCare policy. Mr P had reported the bath and basin were draining water slowly – leaving standing water. An engineer unblocked an external hopper and arranged for a plumber to attend to leaks causing internal damage to the kitchen below. The plumber arrived and found the bath waste pipe was disconnected, so they carried out repairs.

Mr P says the first engineer arrived at 9:15am and carried out work in the bathroom using equipment. He says the engineer then went downstairs to look at pipework, and the water leak was found. After this, Mr P says the engineer checked the hopper outside, saw it was blocked, and as they didn't have ladders, they left to get these and returned to clear the blockage.

Mr P says no water damage was present prior to the engineers visit, and what he reported initially to British Gas supports this. He complained to British Gas about the damage caused. British Gas' engineer denied liability, but British Gas decided to overturn this decision based on the evidence available. However, British Gas changed this decision and decided not to cover the water damage, but paid Mr P £100 compensation for giving him conflicting information. They also say they haven't collected two excess payments from him. Mr P remained unhappy, so he approached our Service for an impartial review.

Our investigator recommended the complaint be upheld. He thought British Gas more likely than not caused the leak. Therefore, he recommended they cover the water damage repairs, and pay Mr P a further £100 compensation for the distress and inconvenience caused.

British Gas didn't agree. They said, broadly, that:

- Their engineer had no reason to check the kitchen (where damage occurred) prior to removing debris from the hopper.
- The root cause of slow draining was the result of the blockage, and once this was removed, water escaped, causing the damage.
- Photos show water staining and ceiling cracking – and grout and sealant in the bathroom was in poor condition. The water mark on the ceiling was small, which supports water only escaped once the blockage was removed. And water damage seen around the door is excessive, which they suggest has been occurring overtime.
- Debris in the hopper could have travelled upwards causing the bath waste pipe to become disconnected.
- Mr P could have caused the bath waste pipe to become disconnected when trying to resolve the draining problem prior to contacting British Gas.

These points didn't change the investigators view. He responded to say, broadly, that:

- Mr P hadn't reported water damage when raising a claim with British Gas, nor does the engineers report confirm this occurred prior to them commencing works.
- The bath and basin were said to be draining slowly – that was the reason Mr P contacted British Gas. So, he wasn't persuaded the bath waste pipe was disconnected prior to the engineers visit. If it was, it's unlikely standing water would have been a problem.
- He wasn't persuaded stones/debris travelled up a vertical pipe and this resulted in the pipe becoming disconnected.
- He also looked at the time stamp on photos taken by the engineer which suggested these were taken at the end of their visit – after works had taken place.

As British Gas didn't agree, the case was 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.

This is a finely balanced dispute involving conflicting opinions on the likely cause of water damage. What I must decide is whether I'm persuaded on balance that damage occurred as Mr P's described or is it more likely due to the reasons British Gas put forward.

British Gas say the root cause of the standing water was a blocked hopper. And once the blockage was removed and normal water flow was returned, water leaking will find its easiest way out as it did in this case. The blockage masked the disconnected waste pipe problem and once the hopper was unblocked, fresh water escaped. This suggests British Gas considers the waste pipe was detached prior to their visit. They also say Mr P could have caused this when attempting to locate the problem prior to contacting them.

If that was the case, and the waste pipe was detached prior to British Gas attending, it seems unlikely Mr P would have been experiencing standing water in the bath. So, I'm not persuaded the evidence supports the waste pipe was detached prior to British Gas' visit.

British Gas also say debris/stones in the hopper could have travelled up the external pipe causing the waste pipe to become attached. But I find it unlikely debris travelled vertically up the pipe on the side of the property and caused the problem.

The engineer started works in the bathroom. Mr P says the engineer then went downstairs and told him water was leaking – which Mr P described as pouring water. And this occurred prior to the engineer removing the blockage in the hopper. I've found Mr P's testimony to be both plausible and consistent throughout. I also note the engineer had to go and get ladders during the visit because they didn't have any with them when they arrived. And time stamps on photos of the damage show these were taken over an hour after the engineer first arrived. These photos in my view do not support damage was already occurring prior to them starting works – or that it's more likely than not damage only happened after the hopper was unblocked.

I've kept in mind British Gas initially disagreed with the engineer's decision not to accept liability. They communicated this to Mr P after reviewing the evidence from all parties. However, they later overturned their decision and didn't accept responsibility for the resultant damage which I'm not satisfied on balance was fair and reasonable.

I note British Gas say some damage seen in photos should be considered as pre-existing.

Namely, the damage around the kitchen door. But their engineer reported a water leak coming from the bathroom on the ceiling and down the walls. This is consistent with the damage Mr P is claiming for, so I'm not persuaded the evidence supports damage was pre-existing.

All things considered – I'm not satisfied British Gas acted fairly and reasonably when not accepting responsibility for the damage caused. I find it more likely than not that damage occurred in the way Mr P described – and a leak wasn't present prior to British Gas attending and undertaking works. Therefore, it follows, I'll be directing British Gas to put matters right for Mr P.

Putting things right

British Gas must cover the resultant water damage to Mr P's property as the result of the water leak from the bath waste pipe. British Gas should either arrange the repairs or work with Mr P to settle the reasonable costs of repairs by his own contractors.

I acknowledge British Gas paid Mr P £100 compensation for providing conflicting information over liability. But Mr P's been living with a partially damaged kitchen I think British Gas ought to have put right – having initially told him they would based on the evidence available at that time. Therefore, I find the £200 compensation in total our investigator recommended for the distress and inconvenience this matter has caused Mr P to be fair, reasonable, and proportionate in all the circumstances. So, British Gas must also pay Mr P a further £100 compensation.

My final decision

For the reasons I've given above, my final decision is I uphold the complaint. I now require British Gas Insurance Limited to put matters right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 14 November 2023.

Liam Hickey
Ombudsman