

## **The complaint**

Mrs K is unhappy about a water leak following some work carried out by British Gas Insurance Limited under her home emergency policy.

## **What happened**

Mrs K contacted British Gas because her hot water was too hot to use. The engineer who attended said that Mrs K would need a new hot water cylinder. British Gas fitted the cylinder about three weeks later.

About six weeks after the cylinder was fitted, Mrs K found a pool of water on her kitchen floor and a split in the ceiling where the water had come through, as well as other damage. She contacted British Gas, who sent an engineer. When the engineer arrived, Mrs K's grandson was already there trying to stop the leak, but was unable to do so. British Gas dealt with the leak.

A few days later, British Gas sent an engineer who found that the flow connection of the cylinder was faulty and needed to be replaced. About two weeks later, British Gas fitted a new cylinder.

Mrs K complained to British Gas about the damage to her home. British Gas didn't uphold the complaint and said that the damage was caused by someone other than British Gas. It said that a photo taken after the first cylinder was installed showed that the pipework was correct. However, a photo taken of the leak showed that the pipework had been twisted. As a result of this damage and the amount of time that had passed since the installation, British Gas said that it wasn't responsible for the leak.

Mrs K complained to this service. Our investigator upheld the complaint. She said that she thought it was more likely than not that the leak had been ongoing for some time and so the damage was more likely to be the result of a gradual leak due to the cylinder installation. She said that British Gas should pay for the damage to Mrs K's home.

As British Gas did not agree, the complaint has been referred to me.

## **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.

Mrs K said that due to work carried out by British Gas to fit a new cylinder, there was a leak that caused damage to her home's ceilings and walls. However, British Gas said it was more likely that the damage was caused by a third party. This was because some pipework had been twisted by a third party after the new cylinder was installed and that when British Gas attended to try and stop the leak, Mrs K's grandson was already trying to fix it and told the

engineer's that he had made the leak worse. The issue I need to decide is whether I think the damage to Mrs K's home was down to the actions of British Gas.

The first time Mrs K contacted British Gas it was because of an issue with the water temperature. The engineer said the cylinder needed to be replaced. I haven't seen any evidence that there was a water leak at this point. A couple of weeks later, a new cylinder was fitted. About six weeks after that, the cylinder leaked.

British Gas provided photos of the new cylinder when it was installed, which showed that the pipework was straight. British Gas also provided photos of the pipework when it went to deal with the leak. This showed that the pipework was twisted. So, I think there is evidence that there was damage to the pipework and I haven't seen any evidence that this was due to the actions of British Gas.

I've also thought about the leak itself. I asked British Gas to provide the phone call when Mrs K reported the water leak, but it was unable to do so. So, I don't know how Mrs K described the situation to British Gas. But during Mrs K's complaint, she said that the leak came through her kitchen ceiling and it was only after this that she called her grandson, who then tried to stop the leak from the cylinder. British Gas also said that it thought there could have been a "small leak" from the cylinder, which it said was made worse by Mrs K's grandson. So, it doesn't seem to be in dispute that there was a leak from the cylinder. I also haven't seen anything to suggest that the source of the damage to Mrs K's home was something other than the cylinder.

So, the issue is whether British Gas's actions were the main cause of the damage. I'm aware that when British Gas arrived, Mrs K's grandson was already trying to stop the leak from the cylinder. I haven't seen anything to suggest that he caused the leak in the first place and my understanding is that he was working on the cylinder because of an existing leak, which Mrs K said she was only aware of when it came through her kitchen ceiling. In my view, even if Mrs K's grandson made the leak worse, and damaged some pipework in the process, it is more likely than not that there was already a significant enough leak to have caused the range of damage described by Mrs K. I also haven't seen any evidence to suggest that anyone else did any work on the cylinder between British Gas installing it and the leak being identified. So, I think that it is more likely than not that the leak was caused by British Gas' installation of the cylinder. Like British Gas has said, this might well have been a small leak. If that was the case, I think it is credible that it was a gradual leak that Mrs K only became aware of when it came through her kitchen ceiling.

So, thinking about the above, I uphold this complaint because I think it is more likely than not that the leak was the result of the cylinder installation by British Gas and that the leak caused the damage to Mrs K's home.

### **Putting things right**

I require British Gas to pay to repair the damage to Mrs K's home. If Mrs K has already had the damage repaired she will either need to provide receipts to evidence the costs of doing so or, if it was dealt with through an insurance claim, British Gas should pay any policy excess that Mrs K had to pay.

## **My final decision**

For the reasons I have given, it is my final decision that the complaint is upheld. I require British Gas Insurance Limited to:

- Pay to repair the damage to Mrs K's home as a result of the leak or to pay any policy excess Mrs K paid if she has had it repaired under an insurance policy.
- If Mrs K has already paid to repair the damage, pay 8% simple interest from the date of paying the invoice or insurance excess until the date British Gas Insurance Limited refunds the payment.
- If British Gas Insurance Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs K how much it's taken off. It should also give Mrs K a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 9 December 2020.

Louise O'Sullivan  
**Ombudsman**