

## **The complaint**

Mrs and Mr L complain that British Gas Services Limited refused to repair damage to their home caused by a leak from their boiler.

## **What happened**

British Gas installed a new boiler in Mrs and Mr L's home in August 2019. There was a leak on the same day which flooded the kitchen floor and hallway. British Gas fixed the leak the next day. In February 2020 the boiler began leaking again and flooded the kitchen floor. British Gas repaired the leak two days later. But a third leak started straight after the second and British Gas returned to repair that leak about a week later. Mrs and Mr L complained about the damage the leaks had caused to their home. They provided a number of photographs of damage to the cupboards and floor following the first leak, and a video of the second leak.

British Gas accepted it was responsible for the first leak. But not for the second or third leaks as it was more than six months after the boiler had been installed, so it said those leaks were not caused by British Gas. It said Mrs and Mr L had confirmed the first leak hadn't caused any damage but nonetheless recognised they had to use bed sheets and towels to mop up the water and agreed to pay £200 as a gesture of goodwill. As Mrs and Mr L remained dissatisfied, they brought their complaint to this service.

Our investigator thought British Gas needed to do more to resolve the complaint. She noted there was a five year warranty on the newly installed boiler that said British Gas was responsible for repairing any loss or damage it had caused. She couldn't find anything to say a claim was limited to six months. She recognised British Gas didn't think it had caused the damage but, on balance, and based on the evidence she'd seen, she thought it had. As such, she said British Gas should arrange to repair the damage – and pay £200 compensation for the trouble and upset caused.

British Gas didn't agree it was responsible for the leaks or therefore for the damage caused. And it said it had already given Mrs and Mr L £200 compensation. So, the complaint has been passed to me to make a final decision.

## **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.

I've looked at the terms and conditions of the five year warranty British Gas gave Mrs and Mr L's when their boiler was installed in August 2019. The warranty includes, amongst other things, an unlimited number of repairs in the first year and then further repairs in years two to five if certain conditions are met. Under 'Things that aren't included' it says:

### **“Any other loss or damage**

We're not responsible for any loss of, or damage to, or cleaning of property, furniture

or fixtures as a result of your boiler or system breaking or failing unless we caused it, for example damage caused by water leaks.”

British Gas accept it caused the first leak but not the two subsequent ones. It also says there wasn't any damage caused by the first leak so it didn't think it was responsible for repairing any damage caused to Mrs and Mr L's home.

Mrs and Mr L took photographs of the damage they said was caused by the first leak. The photographs show cracking on part of the cupboard support, a wooden plinth coming away from a cupboard and some damage to floor tiles. They also show the towels and sheets used by Mrs and Mr L to mop up the water. When they sent the photographs to British Gas, Mrs and Mr L said the water had been largely cleared up to prevent any damage before they took the photographs. British Gas took this as confirmation there wasn't any damage. I don't agree. Mrs and Mr L sent the photographs to show the damage caused and I'm satisfied the pictures provide evidence of the damage as described. On that basis, I think British Gas are responsible for the damage caused by the first water leak.

The engineers' notes of the second and third leaks are slim. The first note says the engineer resealed leaking pipework under the sink, while the second note says the engineer found joints leaking under the sink. British Gas spoke to both engineers and although I've seen a summary of what was said, I haven't seen any evidence to say what caused the leaks. The engineer who attended the second leak said the leak was small and not like the major water leak shown in the video taken by Mrs and Mr L. He said the floor was dry when he attended and there was a small water mark inside the cupboard. The engineer thought Mrs and Mr L must have reduced the leak themselves and British Gas acknowledged that Mrs L had said as much in an email she'd sent them. From the evidence I've seen, neither engineer gave a view on what caused the leaks.

The video of the second leak shows a lot of water leaking from a water pipe. Mrs and Mr L said this was the second leak and I have no reason to doubt that. I recognise the second leak was just over six months after the first leak and I can understand why British Gas have said they didn't cause it. But, equally, I haven't seen any evidence to say it wasn't caused by British Gas. What we do know is that British Gas took responsibility for repairing the second leak. And, as the pipework started to leak again almost straightaway, it would suggest the repair hadn't been effective or lasting.

In light of the above, I don't accept British Gas's contention that it shouldn't take responsibility for the damage caused by the water leaks. Much of the damage seems to have been caused by the first leak, which British Gas has accepted responsibility for. The damage is likely to have been compounded by the second and third leaks and, on balance, I think British Gas should take responsibility for those leaks too.

### **Putting things right**

I therefore consider it would be fair and reasonable for British Gas to cover the cost of repairing the damage to Mrs and Mr L's home. British Gas should either arrange for the repair to be done by its own contractors or reimburse Mrs and Mr L for arranging for the work to be done by contractors of their choosing subject to British Gas's prior approval of a reasonable estimate.

I also agree with our investigator that British Gas should pay Mrs and Mr L compensation of £200 for the trouble and upset they've suffered. British Gas has already sent Mrs and Mr L a cheque for £200 by way of a goodwill payment and I think that amount is fair and reasonable in the circumstances. It should therefore reissue that cheque to Mrs and Mr L unless it has evidence it has already been cashed.

## **My final decision**

For the reasons I've given above, I'm upholding Mrs and Mr L's complaint.

I require British Gas Services Limited, at its option, to either arrange for the repairs to Mrs and Mr L's home to be done by its own contractors within 28 days of the date on which we tell it Mrs and Mr L accept my final decision. Or to reimburse them for arranging for the work to be done by contractors of their choosing - subject to British Gas's prior approval of a reasonable estimate.

I also require British Gas Services Limited to pay Mrs and Mr L compensation of £200 unless it has evidence the goodwill payment of the same amount has already been cashed. If the payment is necessary, British Gas should pay it within 28 days of the date on which we tell it Mrs and Mr L accept my final decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L and Mr L to accept or reject my decision before 17 February 2021.

Richard Walker  
**Ombudsman**