

The complaint

Ms C has complained that British Gas Insurance Limited caused damage to her home as a result of work it carried out under her home emergency policy.

What happened

Ms C contacted British Gas because she found water on the basement floor in her home and that the lid of the thermal store cylinder was broken. Ms C said both a plumber and a heating engineer were sent to deal with the issue. Ms C said the heating engineer told her the cylinder needed to be replaced but that he then spoke to someone and told Ms C the issue could be resolved by taping the cylinder lid.

A few months later, Ms C found wet joists, mouldy wood and wet wiring in the basement, as well as damage to an alarm and swollen floor boards. British Gas visited again. Ms C said she was told the cylinder needed replacing as it couldn't be repaired. However, she said when she then spoke to a manager, she was told it just needed a new lid. When British Gas fitted a new lid, Ms C said the heating engineer told her this would only solve the problem temporarily and that she would still need a new cylinder.

When Ms C complained, British Gas didn't uphold the complaint. It said its engineer had recently fitted a new lid because the cylinder was emitting steam onto the joists above. As this was component failure, not something it had caused, it wasn't liable for the damage. It said Ms C should contact her home insurer. British Gas said it had also offered to fit a like for like replacement cylinder, but Ms C had declined this because she wanted British Gas to fit a different system. A manager was also of the view that the coil wasn't split at the first visit. The overflow had been repaired as it wasn't sufficient due to the coil later splitting inside the cylinder, which had resulted in a constant overflow of hot water. It said the cylinder needed to be replaced.

When Ms C complained to this service, our investigator upheld the complaint. She said the evidence supported that at the first visit, the heating engineer had only taped the cracked cylinder lid and that British Gas could have prevented some of the damage if it had replaced the lid at the first visit. She also noted that the plumber's job sheet said the overflow wasn't correctly installed. She thought that because the overflow wasn't correctly installed that this was likely to have resulted in the boiler being under too much pressure, resulting in it discharging excess water or internal parts failing. In her view, this was identified at the first visit, but it wasn't resolved until after Ms C found the damage in her basement. So, she said British Gas was responsible for the damage. She said British Gas should pay for the damage to be repaired based on the lowest of three quotes obtained by Ms C and pay £150 compensation.

As British Gas didn't 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.

Having done so, I uphold this complaint and for largely the same reasons as our investigator. I will explain why.

I should note that I understand British Gas has since replaced the cylinder and that Ms C hasn't raised any issues with it.

At the first visit, British Gas seemed to send both a heating engineer and a plumber. British Gas's records showed the engineer said "*Repaired BLR & System customer still not happy with cylinder ? SM*".

Ms C had the job sheet that was filled out by the plumber. This described the "*existing condition*" as:

"Hot water cylinder when hot and discharges water into tank overflow not discharging excess water effectively."

The plumber needed to tick a box to say whether the fault had been repaired. The plumber ticked "*No*". The plumber then wrote:

"Overflow pipe needs to be redone and overflow in tank needs to be plumbed lower and pipe needs to have a slope."

Ms C provided photos of the broken lid. Ms C also said the heating engineer told her he would replace the broken lid on the cylinder. However, Ms C said he then spoke to someone at British Gas and instead of replacing the lid, he repaired it with tape. In response to our investigator's view, British Gas said:

"I also recall from memory the engineer was informed the lid was obsolete at that time."

So, I think this suggests there was an issue with the lid at the first visit and that British Gas didn't replace the lid it appears, at least in part, because it was believed to be obsolete. On that basis, I think Ms C's explanation about a repair being carried out using tape is credible. I also think that after the plumber and heating engineer visited Ms C's home, there were still issues with the cylinder that hadn't been resolved, including that there was likely to be an issue with how it was installed.

I've also read an email from the cylinder manufacturer to Ms C about the lid. This said:

"this part is in the main to stop the expulsion of warm damp air or steam that could cause condensation problems, secondary to keep dirt out (this however matter less as this water it contains is not drinking or potable) and should be replaced if broken."

I'm aware that British Gas has said following its first visit the boiler pressure wasn't too high and everything was functioning. However, during that same visit, the plumber found installation faults with the system and the evidence indicates that the heating engineer only seemed to tape the lid rather than replacing it. The manufacturer has said the lid needed to be replaced if broken and that the main purpose of the lid was to stop the expulsion of warm damp air or steam. Ms C has said her home was damaged by steam from the cylinder. British Gas also acknowledged that steam was causing damage to the joists in Ms C's home. So, in my view, because British Gas didn't replace the lid, this more likely than not allowed steam to escape which then caused damage to Ms C's home.

As a result, I uphold this complaint and require British Gas to pay to repair the damage to Ms C's home based on the lowest of three quotes that she obtains to carry out this work. British Gas should also pay Ms C £150 compensation for the distress and inconvenience caused to her because of the damage to her home.

Putting things right

British Gas must pay the cheapest of three quotes to repair the damage and pay £150 compensation.

My final decision

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

- Pay the cheapest of three quotes obtained by Ms C to repair the damage caused to her home.
- Pay Ms C £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 28 October 2021.

Louise O'Sullivan
Ombudsman