

The complaint

Mr M has complained about British Gas Insurance Limited as his home breakdown and repair insurance provider.

What happened

Mr M was due to have his water tank replaced under his home care policy. The work was scheduled for 18 December 2020. When it was done Mr M said he was unhappy because:

- The replacement hot water tank is used not new and the electrical unit wasn't fitted securely to the top of the tank.
- The fitter was negligent resulting in damage being caused to; the ceiling below, some shelving and two bath sheets.
- The shower pump which was re-fitted during the work is not sitting correctly the pipework is also kinked.

As British Gas didn't reply to Mr M's complaint he referred it to us. British Gas then told Mr M that it would be prepared to accept some liability for some of the concerns he raised. It said it would pay him £250 as compensation for both his financial and non-financial losses. Mr M said he was looking for around £450 which would include, for example, his cost for repainting the ceiling which British Gas had indicated to Mr M it had accepted liability for.

Seemingly British Gas wasn't prepared to meet Mr M's figure. And it told us that it didn't think it was liable for the ceiling damage – it thought this likely stemmed from the leak which had been occurring and caused the water tank to need replacing. It said if towels had been used and damaged by its operative it would consider replacing them. The shelving had to be moved – but that was just an unavoidable inconvenience, so it wasn't prepared to pay for that. Regarding the shower pump it said it's fitted with a flexi hose, capable of being bent without reducing the water flow. It said an operative was going to attend to fix the electrical unit securely on to the water tank, but the tank is new not used. It acknowledged that, that all being said, it has no photos of the work completed and it hasn't been possible for it to speak to the operative who carried out the work.

Our investigator didn't think there was any evidence that British Gas had damaged Mr M's ceiling. But she felt it should compensate him for the inconvenience of his towels likely being damaged by its operative and for any upset caused by it not rectifying the issue with the electrical unit for several months. She said it should pay £150 compensation, which British Gas agreed to.

Mr M said he thought his complaint has been misunderstood and poorly investigated. He said his ceiling had not been damaged before the work undertaken by British Gas on 18 December 2020. Mr M detailed what happened on the day the new tank was fitted. He also explained how he had repaired the ceiling and reinstalled shelving around the tank.

Mr M also said he'd raised an issue of concern with us about British Gas sending complaint correspondence to the wrong address. And he was unhappy to note that we hadn't addressed or referred to this issue during our assessment.

His complaint was passed to me to consider. I thought there was limited evidence of the losses Mr M had said he'd suffered. But I was persuaded he'd had some loss, and likely some upset too. So I said British Gas should pay him £500 compensation.

Mr M said he accepted my findings. British Gas didn't reply.

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.

My provisional findings were:

"Complaint correspondence"

I appreciate that Mr M may not, to date, have received an explanation for why this aspect hasn't been considered by ourselves. I'd like to take this opportunity to explain that this isn't an aspect of Mr M's complaint that this service can consider. That is because our rules say we can only consider regulated activities – and how a business handles a complaint is not a regulated activity. So British Gas sending complaint correspondence to Mr B, but at his neighbour's address, was done in the course of it handling his complaint. As such I can't take that issue or the frustration it understandably caused Mr M into account.

New or used

I understand there's some cosmetic damage to the exterior of the tank. I haven't seen anything that makes me think the tank was used. I know Mr M has said he was told apprentices may have used it for training, but British Gas says that it's not uncommon for damage like this to occur to these tanks in transport, and it doesn't affect their function. I can't be sure which is most likely to have happened here, but, either way, it doesn't seem Mr M has any real loss as a result.

Was the ceiling likely damaged when the tank was fitted?

I understand that whilst British Gas initially thought it couldn't reasonably deny that its operative had damaged the ceiling, upon review it felt it was more likely the damage had occurred due to the on-going leak.

In reviewing this aspect of Mr M's complaint I'm mindful that as he is saying British Gas caused damage to his property, it's up to him to show that is most likely the case. I bear in mind that there is limited evidence about the state of the ceiling before the tank was fitted but that it is known that there was an existing leak on the tank. In some circumstances I think that might be sufficient to tip the balance just into favour of the ceiling damage likely being pre-existing. But I'm not satisfied I can reasonably conclude that here.

I say that as I note that British Gas's assessment of this complaint seems to have been based on a lot of assumptions as it hasn't been able to speak to the operative who completed the work. But Mr M has been able to recount quite clearly what happened on that day. And I find his detail persuasive. He's also shown photos of the damaged ceiling and it doesn't look to me like staining which has occurred over a period of time. I'm also mindful that the initial report of the leak by a British Gas operative noted that there was a small leak

into the (insulating) foam around the tank. So there was no suggestion this was a large leak likely causing damage to the property. I know Mr M was happy to continue for a few days without draining the tank – and I don't think he would have done that if his ceiling was already being damaged by it. Taking everything into account, I think its most likely that damage occurred during British Gas's work at Mr M's home on 18 December 2020, and it should compensate him for that.

Mr M says he paid £175 cash for the work to be done, but he bought the paint. To get a good finish, I can accept that the ceiling as a whole would need a couple of coats of paint, possibly some stain block. So I'll take that fact and the figure of £175 Mr M says he paid someone to complete the work into account when saying below what British Gas should pay Mr M to put matters right. As well as the upset and inconvenience this likely caused Mr M.

The towels

I've said that I'm satisfied that a leak from the tank likely occurred on 18 December 2020, and that I'm persuaded by Mr M's testimony as to what happened that day. It follows that I accept its most likely that British Gas's operative used two of Mr M's 'good', large towels to try and stem the flow of the water, damaging them irrevocably in the process. Whilst the towels weren't new and had been used, Mr M only has to replace them because of British Gas's actions. So he should be compensated for their replacement value which he says is £150. I'll take the fact that Mr M is having to replace towels due to British Gas's work into account at the end when I say what must be done to put matters right.

Shelving

Mr M says he left unfitted shelving in the cupboard by the old tank as this couldn't be removed with the tank in the way. And British Gas's operative installed the new tank in front of the shelving which should have been moved. The shelving had to be cut to be removed and Mr M bought new shelving, fitting it in an accessible position near the tank.

I note again that British Gas's operative hasn't been available for comment and I'm persuaded by Mr M's testimony. Ideally Mr M would have given clear instructions to the operative whilst he was working there and I can't be sure if he did or not. But I'd have thought that any fitter paying attention to their environment would have noticed they were installing a large immovable tank in front of unfitted shelving which it would not be possible to use or move once the tank was in place. The operative should have spoken to Mr M and made sure to move the shelving. Mr M should be compensated for buying new shelving and fitting it. He's asked for £60 for this, and I'll bear that in mind when I say what must be done to put matters right.

Electrical unit and shower pump pipework

British Gas said it would secure the electrical unit. And Mr M acknowledges that this work, plus replacing a cable on the tank, was completed. When Mr M told British Gas about the £450 he wanted from it, he didn't detail within that any costs he had or would incur for resolving either the electrical unit or the shower pump pipework. So, at this time, I am going to consider these two issues as being resolved as far as the physical repair is concerned. But I'll take the fact of the need for these to be resolved and the upset that caused Mr M into account when setting out what I think British Gas should now pay Mr M."

As Mr M accepted my provisional findings, and British Gas didn't object to them, I've no reason to change them. My provisional findings are now the findings of this, my final decision.

Putting things right

I set out above, quoted from my provisional findings, some figures Mr M has told us about, being costs he incurred in resolving certain things after British Gas failed to complete work at his home, and caused damage to his property on 18 December 2020. I bear in mind that there is limited evidence to support the costs Mr M has asked for. But I don't doubt he's had some financial loss and been caused some upset. Taking these aspects into account, I'm satisfied that British Gas should pay Mr M a total of £500 compensation. I think this fairly and reasonably makes up for his likely financial and non-financial losses.

My final decision

I uphold this complaint. I require British Gas Insurance Limited to provide the redress set out above at "*putting things right*".

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 11 February 2022.

Fiona Robinson

Ombudsman