

## **The complaint**

Mrs S complains about British Gas Insurance Limited (BG), after her boiler broke down, following an annual service, under her home emergency insurance

## **What happened**

Mrs S held a home emergency policy that amongst other things, covered her boiler for an annual service and repairs. She contacted BG for an annual service, and it sent an engineer. Following the service, Mrs S describes that she heard banging noises coming from the boiler, so she contacted BG again. It sent another engineer who found that the filling loop had been left open. So, he reduced the pressure and left the system working.

Soon afterwards, Mrs S said that the boiler broke down. She contacted BG who said that it was unable to send an engineer and gave her authority to instruct a third-party engineer. That engineer found the pressure relief valve (PRV) and a new expansion vessel was required, and he replaced these, as they had failed due to the over-pressurisation.

Mrs S said that she had also been told by the BG engineer who came to check her system following the repairs carried out by the independent engineer, that a coil had burst in her water tank which burst a pipe causing a leak and damage of her flooring. Mrs S said that she was told that this was as a consequence of the over-pressurisation of the system.

BG reimbursed Mrs S her costs for the independent engineer. It also replaced the coil and water tank and repaired the burst pipe. But Mrs S complained that BG hadn't replaced the flooring that was damaged due to the leak, nor had it adequately compensated her for damage caused to her lawn. Mrs S said that the BG engineer poured chemical water on to her lawn when he drained down her system, which damaged the lawn.

Mrs S complained to BG as she wanted it to replace her damaged flooring, pay for the repair of her lawn, adequately compensate her for what she believed was an invalid warranty on a relatively new boiler. As well as reimburse the premium payments she had made since the issue arose.

In its final response, BG said that there was no way for Mrs S' boiler to be over pressurised as it contained a three bar PRV which protected her system to prevent it being over-pressurised or which allowed the pressure to get higher. It explained that the pressure coming into the house was set at a maximum three bar. In addition, the leak under the floorboards was caused by the coil splitting (the coil could withstand pressure of up to 12 bar) and the pipework under the floor could withstand pressure of up to 10 bar. Ultimately, it didn't accept the damage to the wooden flooring and lawn, but accepted that its engineer had left open the filling loop and the impact this would've had on Mrs S. And, it offered £100 compensation for the trouble and upset this caused.

Mrs S was given her referral rights and she referred a complaint to our service. One of our investigators considered the complaint and didn't think it should be upheld. He said that although Mrs S had provided a report from the independent engineer who replaced the PRV, that report didn't provide any evidence of what caused the leak that ultimately damaged Mrs

S' flooring. So, in the absence of any other expert evidence, he was persuaded by BG's expert who said that the leak wasn't caused as a result of its engineer's actions.

He said that the policy was clear that BG responsibility was to leave a level and filled in repair to the flooring, it wasn't to replace the flooring.

His view was that the water that poured on the lawn was clean water and unlikely to have caused damage. He found that Mrs S hadn't provided any evidence that her warranty had become invalidated, due to BG's actions. And finally he said that he couldn't recommend BG reimburse the premium payments as Mrs S had had cover, that provided for the repairs to the burst pipe, the reimbursement of the independent engineer and the replacement of the coil and hot water tank. In addition, he was unable to ask BG to increase its offer of compensation for the trouble and upset caused, as he thought it was fair in the circumstances.

BG accepted the view, Mrs S did not. Mrs S said our investigator had got a number of aspects incorrect in his view. She wouldn't accept that £100 was fair, especially as her lawn would cost £250 to replace. She said that the BG engineer was the one who said that the fail safes had been compromised due to the over-pressurisation that ultimately lead to the leak. She felt that BG caused the leak due to its engineer's actions and that she was being made to pay for it. So, she asked for a decision from an ombudsman.

### **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 won't uphold this complaint. I understand that this is likely to be a disappointment for Mrs S, but I hope my findings go some way in explaining why I've reached this decision.

Mrs S said that BG were at fault due to its engineer failing to close the filling loop, which she said BG told her that the system became over-pressurised and ultimately caused the leak, that cause damage to her flooring. She also said that the BG engineer caused damage to her lawn by pouring water from her system on to it, and this killed the grass on her lawn.

As we are not experts, we rely on the experts reports that are provided by the parties.

Mrs S provided a report from her independent engineer as to what he found to be the issue with the system, when he came to repair it. The report said: *'Upon investigation, we found that the pressure relief valve was letting-by and the internal expansion vessel was flat. The expansion vessel was re-charged but did not hold the air charge and the pressure relief valve would not re-seat, clear indicators that these two components had failed due to constant stress of over-pressurisation. We therefore installed a new expansion vessel along with a new pressure relief valve.'* Although I accept the report discloses what caused the boiler to breakdown, it does not provide any evidence of the cause of the leak, nor does it mention anything regarding the leak.

Mrs S was asked to provide further evidence from her engineer in relation to this, but this wasn't provided. Mrs S said that it was the BG engineer who discovered the leak and it was him who told her that the over pressurisation caused the leak.

Conversely, BG said that it was impossible that Mrs S' boiler to be over pressurised as it contained a three bar PRV which protected the system to prevent it being over-pressurised

or allowing the pressure to get higher. It explained that the pressure coming into the house was set at a maximum three bar. And the system could withstand pressure far in excess of this.

BG went on to explain that the cause of the leak was a faulty coil which burst in her water tank and ultimately caused the leak under her flooring. In the absence of any contrary expert report from Mrs S, I can't agree that it was the fault of the BG engineer who left the filling loop open that caused the leak to occur.

I understand that Mrs S said that she was told by the second BG engineer, that it was the over-pressurisation that caused the leak, there is no expert report to confirm this from that engineer. In these circumstances, I am persuaded by the expert from BG, that there was no link between the filling loop being left open and the leak that occurred.

Mrs S said that she believed that because of BG's actions, this would have invalidated the warranty on her boiler. She was asked to provide evidence that her warranty would be affected. This wasn't provided. For this reason, I am unable to agree that BG are responsible for invalidating the warranty, as there is no evidence that the warranty has been invalidated in any event.

Mrs S has also complained that when the BG engineer attended, he poured chemical water onto her lawn that caused damage to it. BG said that the water contained in the cylinder would have been clean water and unlikely to have caused damage. Having reviewed the policy terms and conditions, they are clear that BG won't restore or be responsible for the replacement of grass. I have explored this further in my findings.

Mrs S also said that BG should be responsible for the damage caused to the flooring and the replacement of it. But BG said that the terms and conditions of the policy, said that it wouldn't be responsible for replacing the original flooring.

I have reviewed the policy terms and conditions and it says: *'We won't be responsible for repairing any pre-existing damage, nor will we replace or restore the original surface or coverings, for example, tiles, floor coverings, decoration, grass or plants.'* The term does state what BG obligations are under the policy were it has carried out repairs: *'getting access to your boiler, appliance or system, and then repairing any damage we may cause in doing so, by replacing items such as cabinets or cupboards that we've removed and by filling in holes we have made and leaving a level surface'*. From the evidence that Mrs S has provided (photos of her floor) it shows that any holes that were made when BG repaired the pipe, have been filled and levelled. So, I can't agree that BG hasn't fulfilled its obligations under the policy.

Finally, Mrs S has requested that BG reimburse the premiums that she paid under the policy. She has also said that she had been told by another BG engineer that it is likely in the future that more leaks would occur due to the over-pressurisation.

In terms of the refund of premiums, Mrs S has said that she has had to call out BG since this incident. She confirmed that BG reimbursed her for the cost of the independent engineer, repaired the burst pipe, replaced the water tank and coil. So, I think that BG has complied with its obligations under the policy and has attended as and when Mrs S has required it to. So, I can't agree that it would be fair from BG to refund the premiums to Mrs S. I also can't comment on events in the future, but from BG's actions, it has continued to provide cover to Mrs S.

BG accepted that its engineer left the filling loop open and for this error it offered £100, compensation for the trouble and upset this caused. I have considered this in line with the

impact this would've caused Mrs S. And I agree that the £100 offered is fair. Mrs S said that she has yet to have received the compensation and I think BG ought to pay the £100 to Mrs S, unless it has already done so.

### **My final decision**

For the reasons given, my final decision is that I won't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 5 September 2022.

Ayisha Savage  
**Ombudsman**