

The complaint

Mr M complains about the service he received from British Gas Insurance Limited following an engineer visit to his home. He's also unhappy with the way in which his claim for damage resulting from repairs that were undertaken by the engineer has been dealt with.

What happened

Mr M holds a HomeCare policy with British Gas. This policy covers him for issues relating to his boiler, its controls, the central heating and includes an annual service of the boiler.

Mr M said he contacted British Gas to ask it to replace two thermostatic valves on two separate radiators within the upstairs bedrooms in his home because they were showing slight seepage of radiator fluid. Mr M also stated that three thermostatic valves had been replaced previously due to similar faults but that, at no point, had liquid escaped any further than onto the immediate surface of the flooring.

On 6 May 2021 an engineer attended Mr M's home to undertake the work he'd requested. Mr M stated that, at this point, there was no damage to any of the ground floor rooms. During the engineer visit, Mr M stated they drained the system, replaced the thermostatic valves and refilled the system. But they thought that one of the connections to the radiator in the bedroom wasn't secure and was leaking. So, they drained the system, replaced the connector and left Mr M's property.

British Gas said that the engineer reported that the repairs had been undertaken successfully and that no further visits were required. However, Mr M said that, following the engineer's visit, water and rust preventative treatment cascaded into the living room due to a leak from the radiator within the bedroom upstairs.

Mr M attributed what happened to an error on the part of the engineer and said it caused significant staining to the ceiling, walls, light, skirting board and window seat in his living room. He said he subsequently discovered that the drain valve on the system had been left slightly open, which caused extensive damage to mats and the tiling grout within the utility room.

On 7 May 2021, Mr M said he telephoned British Gas to explain what had happened. He said an engineer visit was arranged for the following day. However, Mr M said that no one attended his home on 8 May 2021.

Mr M said that the earliest follow up appointment he was offered was on 7 June 2021. He said that while waiting for the engineer to attend, he had to initially catch leaking fluid with trays and towels. He subsequently was able to tighten the valve, which he said stopped the leak.

Unhappy with the service Mr M had received, he complained to British Gas. When it responded to his complaint it disputed that its engineer had caused the damage reported. It stated that the damage was pre-existing, having occurred prior to the engineer's arrival. It

therefore didn't uphold Mr M's complaint or think it had done anything wrong. So, Mr M referred his complaint to our service.

Our investigator empathised with Mr M about what had happened and recommended upholding his complaint. They didn't think there was enough evidence to show that British Gas' engineer hadn't caused the further leak. And they thought it should either arrange for the damage to be repaired or for Mr M's repair costs to be reimbursed on receipt of an invoice. They also thought British Gas should pay Mr M £100 compensation in recognition of the poor service it had provided.

Mr M accepted our investigator's view of his complaint but indicated that he'd prefer to pay for the reinstatement work and claim the costs back from British Gas. However, British Gas requested an ombudsman's decision. So, I've been asked to decide the fairest way to resolve this complaint.

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 role is to decide the crux of the complaint and ensure that I respond to the main issues. Where the information I've got is incomplete, unclear or contradictory, as some of it is here, I must base my decision on the balance of probabilities.

I'd like to thank Mr M and British Gas for the level of detail contained within their submissions. I've read and considered all the information provided and if I haven't specifically referred to a complaint point raised by Mr M or British Gas it's not because I've failed to consider it, but because I don't think I need to comment on it in order to reach what I think is the right outcome for the complaint as a whole.

The crux of this complaint is whether British Gas made a mistake, or treated Mr M unfairly, such that it needs to now put things right.

British Gas has told our service that Mr M requested a visit from an engineer via his online account. It said he accessed his online account on 16 April 2021 and booked an appointment for 6 May 2021. There's nothing within Mr M's request to indicate that an urgent visit was required. And there's no evidence that Mr M complained to British Gas that it should have offered him an earlier visit. So, I can't fairly conclude that British Gas erred in not offering Mr M an earlier engineer appointment.

During the engineer visit, British Gas said, the leaking radiator valves were inspected and the required repairs were undertaken. I've seen a job sheet recording the work completed by the engineer that attended Mr M's property on 6 May 2021. This documents the following:

“Two TRVS leaking, drained down system and removed the faulty valves...fill system check for leaks. One valve leaking unable to stop leak. System redrained and valve removed and pipework cut new section fitted and valve replaced. System refilled and inhibitor added. System bled.”

The engineer hasn't indicated that the leaking valves were leaking significant amounts of fluid on their arrival or that the flooring surrounding the affected radiators was profusely wet.

Based on the description of work recorded by the engineer, I'm satisfied that a leak occurred from the replacement valve while the engineer was present. It's clear that this radiator was immediately drained down and the defective part replaced. This all happened, and was

resolved, quickly. So, I'm not persuaded that the leak on site caused the damage Mr M subsequently reported.

British Gas stated that Mr M disclosed to the engineer that damage had been caused downstairs because of the leak that occurred during their visit. It said the engineer asked Mr M if they could access the rooms affected so they could take photographic evidence. However, British Gas said Mr M refused so the engineer was unable to see the downstairs rooms. Mr M denies this happened.

The work history records that British Gas provided to our service don't record any refusal of Mr M to show the engineer downstairs. And British Gas hasn't disclosed any contemporaneous evidence that documents a refusal by Mr M either.

I've seen a statement made by the engineer that attended Mr M's property detailing his account of what happened on 6 May 2021. But this statement wasn't made until the end of last year – over 18 months after the visit took place. And British Gas hasn't said the statement was made using notes as an aid memoire. I think it would be very difficult for the engineer to remember the visit to Mr M's home so long after it took place. So, I'm not attaching weight to this document.

I think it's likely that if Mr M had told an engineer they'd caused damage during their visit and the engineer had been refused access to inspect the damage then this would have been recorded contemporaneously within British Gas' records. I also think that, if damage had been caused by the engineer during their visit, Mr M would have wanted them to make a record so action could have been taken by British Gas to reinstate his property. I'm not persuaded that Mr M would have refused a request from the engineer that they view downstairs in such circumstances. So, I prefer Mr M's account here to the engineer's version of events.

Based on Mr M's version of events, he said he didn't observe any damage until after the engineer left his property. He says he then contacted British Gas to report what had happened. I think this is credible – it's what a reasonable person would do after discovering damage to their home following an engineer visit.

It's clear from what Mr M has told our service that he felt ignored and aggrieved by British Gas' actions after he reported the damage. He told our service that, after the engineer's visit on 6 May 2021, he contacted it the following day to report the damage and request that remedial action was taken.

British Gas disputes this and said it had no further contact from Mr M until 12 May 2021. And it's provided our service with an extract from business records that shows that, on this date, Mr M used his online account to request a further engineer visit. There's no evidence of any earlier contact from Mr M. And I can see that British Gas has checked its phone records system for any incoming calls from Mr M's phone number.

Mr M hasn't been able to provide our service with any evidence, such as a telephone bill, showing that he contacted British Gas when he said he did after the engineer visit. And in the absence of this the business records I've seen persuade me, it's more likely than not, that the first contact British Gas had from Mr M was on 12 May via his online account. It follows that I can't fairly conclude that British Gas ought to have attended Mr M's home prior to this date.

British Gas should have attended Mr M's property after his request on 12 May. But I haven't seen any evidence confirming that it attended his address to inspect the damage reported,

provide an opinion on why it had been caused or repair it. I think there should have been a visit and it isn't clear why that didn't happen here. I think this is evidence of poor service.

It's clear that British Gas disputes that the damage Mr M reported was caused by the work undertaken by its engineer. And it's provided photographs of the upstairs rooms within which work was undertaken, which I've considered. No photographs of the downstairs rooms have been taken by British Gas during previous visits to Mr M's home.

British Gas has said the photographs taken by its engineer indicate there's pre-existing water damage present within the upstairs bedrooms. It said this has been caused by the radiator valves leaking for some time. It's also disclosed business documents which evidence that Mr M experienced problems with his radiators leaking previously. It said an engineer attended his home on 28 February 2020 and recorded that they'd observed water damage to the wooden flooring. This is documented on the business records I've seen. There's nothing documenting damage to the downstairs of Mr M's property during that, or any other, visit.

The photographs that were taken by British Gas' engineer persuade me that there was pre-existing damage within the upstairs bedrooms at the time of the engineer's visit. There's water staining to the flooring, which appears old. I'm satisfied this was present prior to the engineer's visit as is supported by the business records.

However, the damage depicted isn't extensive. It appears to be relatively superficial in keeping with a small and gradual leak from a seeping radiator valve as Mr M described. He accepts that three thermostatic valves had been replaced previously and that the water leaking from the valve hadn't escaped any further than the immediate surface of the flooring, which is consistent with the photographs British Gas has provided. While there's pre-existing damage to the flooring, this doesn't mean the damage to the downstairs that Mr M reported was also present prior to 6 May 2021 or that it was caused by the pre-existing valve leak.

I've carefully considered the images that Mr M has provided showing damage to the downstairs of his home. He said the photographs show the utility room and living room, which is underneath the bedroom where the radiator work was undertaken.

The images from Mr M demonstrate a sudden and substantial escape of water. I say this because it appears that water has cascaded, rather than slowly leaked, down the wall from the upstairs bedroom. The staining is consistent with what could be expected following a sudden large leak of fluid from a radiator within a room above. As the affected room is directly below the room in which the radiator work was undertaken, I think it's most likely that this happened following the work completed by the engineer and that a part failed following the repair process causing a sudden and substantial leak of radiator fluid.

The photographs of the utility room also show damage, which is consistent with what would likely happen if the drain valve on the system had been left slightly open. It's plausible that the engineer failed to properly tighten the drain plug. So, I'm persuaded the damage within the utility room followed the engineer's visit and resulted from the work undertaken.

Mr M has confirmed that the actions he took following the leak stopped it and prevented further damage from happening. He said he did this on 8 May 2021 after the engineer visit that he thought had been arranged didn't take place. There's no evidence to suggest that the leak has returned since Mr M's actions. This supports the argument that an escape of water was, most likely, caused by a leaking radiator valve or connector.

Based on the available evidence in this complaint, I'm satisfied that the work undertaken by British Gas on 6 May 2021 was the most probable cause of the damage Mr M reported. I'm therefore going to direct British Gas to resolve this complaint in the following way.

Putting things right

In order to resolve this complaint, British Gas should repair the damage caused by its engineer to the living room and utility room. While Mr M asked our service to direct that British Gas reimburse him for the cost of remedial work, he hasn't yet incurred any costs so I'm satisfied that it's fair and reasonable to give British Gas the opportunity of arranging the necessary repairs in this case.

I can see our investigator recommended that British Gas pay compensation to Mr M of £100 for the trouble and upset he experienced as a result of poor service. So, I've carefully considered how Mr M is likely to have been affected by what happened.

I appreciate this has been a stressful situation for Mr M. He instructed British Gas to replace thermostatic valves to stop a slow leak. But the work undertaken by its engineer resulted in a further leak which led to substantial damage. I imagine that Mr M thought British Gas would resolve what happened quickly and with minimal fuss. But that didn't happen and Mr M experienced poor service.

Taking into account how Mr M was affected, I'm persuaded that the compensation recommended by our investigator is a reasonable amount that's proportionate to the distress and inconvenience that would have been caused here. It's in line with our approach in similar scenarios and it's what I would have told British Gas to pay had an award not been recommended by our investigator. So, I'm not going to ask British Gas to increase that amount.

My final decision

My final decision is that I uphold this complaint. British Gas Insurance Limited to resolve matters in the following way:

- Arrange, and pay for, repairs of the damage caused by its engineer in Mr M's utility room and living room;
- Pay £100 compensation for the poor service Mr M received.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 1 March 2023.

Julie Mitchell
Ombudsman