DRN-4171320

The complaint

X complains about British Gas Insurance Limited's actions during a visit to service his boiler and central heating system.

What happened

X has a *HomeCare* insurance policy underwritten by British Gas (BG) which covers his boiler, controls and central heating system. This includes cover for damage caused by certain insured events plus an annual service visit.

When the annual service was carried out in 2022, X says his spouse, who was at home at the time, asked the engineer to look at two radiators which appeared not to be fully working.

The engineer did so. And X says the engineer decided that the radiators needed to be bled. X says the engineer began this task, but didn't complete it, saying that he didn't have the time to do so. He left X's spouse with instructions that the bleeding should be completed.

X attempted to bleed the radiators. He says that in doing so, he damaged the valve's screw thread. This caused a leak of water which went through the carpet and caused damage in a room below. X has had the damage repaired, at a total cost of just over £1,500.

X complained to BG. He said the engineer should have finished bleeding the radiators, under the terms of the policy. And he said the engineer's failure to do so led to the damage, which BG should therefore cover.

BG didn't uphold X's complaint, so he brought it to us. Our investigator looked into it and didn't think BG should be held responsible for the damage or be required to pay for it to be repaired.

X disagreed and asked for a final 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.

It's reasonably clear in this case that X was entitled to think BG would attend to his radiators during the service visit given that his spouse clearly told BG's engineer that the radiators weren't working properly or fully.

BG's engineer didn't make any notes on the visit record relating to the radiators. He simply recorded the main purpose of the visit – saying that the boiler was functioning, though reasonably old.

X's spouse made what X says are contemporaneous notes on the documentation provided to her by BG. These notes indicate she *did* report the issue with the radiators to the engineer - and that he attempted to fix the problem but left before the work was complete due to time pressure.

I've no reasonable grounds to doubt X's version of what happened during the visit. And I've no doubt he later attempted to bleed the radiators *because* the BG engineer had said that's what needed to be done.

From what BG have told us, they'd expect their engineer to address any issues with the radiators reported to them during the service visit. So, in principle, the engineer ought to have dealt with this particular problem during his visit.

It becomes less clear why he didn't do so when I consider X's spouse's notes, which also say that the engineer said the problem might relate to the water supply from a tank in X's loft. X's spouse's notes also say she refused to allow the engineer to enter the loft.

However, I'm satisfied the engineer then attempted to bleed the radiators but didn't finish the job. It seems X's spouse didn't object to the engineer leaving at the time. And it seems X didn't object because he then set about the task himself, rather than ask BG to come back and complete it.

I assume X and his spouse took that view at the time because bleeding radiators is a very simple task, which would usually be completed without any problem.

Leaving aside my assumptions about their reasons for doing so, X and his spouse clearly decided that it wasn't unreasonable at that point for them to attempt to bleed the radiators themselves.

It appears that when X undertook the task, he either, to use his own words, damaged the screw thread himself or exposed the fact that it was already damaged or faulty (pre-existing issues like this aren't covered under the policy terms). And/or he failed to take pre-emptive precautions against a leak or failed to monitor the situation after he'd carried out the task.

It's a fundamental principle in insurance that when damage or loss occurs, the policyholder is obliged to take all reasonable steps to mitigate or minimise that damage or loss. And I think that principle would apply in these circumstances too.

In summary then, I'm satisfied BG's engineer was obliged, under the policy's terms and conditions, to fix the issue with the radiators. However, I can't reasonably conclude that BG should accept liability for the subsequent damage to X's property.

X appears to have caused the damage himself when he willingly took on a task which had been left to him by the engineer. Even if that task was left to X inappropriately, I can't reasonably hold BG responsible for the subsequent damage. There seems to have been at least a tacit agreement that X would bleed the radiators – and in doing so, he caused the damage.

In other words, there's a causal thread which runs from the engineer's decision to leave without completing the task to the subsequent damage. But the damage wasn't inevitable at the point the engineer left the property, there were a series of further contributory causes, all of which were necessary if the damage were to occur and none of which were BG's doing or BG's responsibility.

I note that X may be able to make a claim for the repair costs through his home insurance and I believe that's the appropriate route for him to follow now.

My final decision

For the reasons set out above, I don't uphold X's complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask X to accept or reject my decision before 18 July 2023.

Neil Marshall
Ombudsman