

complaint

Mr H is unhappy with how British Gas Services Limited dealt with his claim following the breakdown of his boiler.

background

Mr H has a HomeCare agreement with British Gas.

In late 2018, Mr H's boiler broke down and a leak caused damage to his home, including the ceiling and light fittings. British Gas attended and their engineer said the leak was caused by the failure of a ball valve in the main tank.

British Gas fixed Mr H's boiler, including the ball valve. On Mr H's request they also tested the overflow pipes and fixed them when they found they weren't working. Initially, they told Mr H they'd also repair the water damage the leak had caused to his property. But they later said this wouldn't be covered by his policy as the damage hadn't been caused by them.

Mr H is unhappy because he feels the property damage was caused by the boiler's overflow pipes not functioning properly, rather than simply because a ball valve failed. And he feels the failure of the overflows was a result of British Gas not maintaining the heating system correctly over the years that preceded this claim.

A ball valve was repaired by British Gas in 2010 when there was another leak from Mr H's boiler. Mr H believes the overflows weren't working at that point and that British Gas should have repaired them at the time. He feels if this had been done, the leak in 2018 wouldn't have occurred, so the damage to his property wouldn't have followed. On this basis, he feels British Gas should pay for the repairs.

British Gas disagreed. It said the property damage isn't covered under Mr H's HomeCare agreement. Mr H was still unhappy, so he brought his complaint to our service where it was looked into by an investigator.

Our investigator didn't think the case should be upheld. She didn't think British Gas was responsible for the failure of the ball valve. And while she acknowledged that British Gas hadn't provided Mr H with good customer service, she felt the £250 compensation they'd offered him was fair and reasonable in the circumstances.

Mr H disagreed, so the case has been passed to me.

my findings

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 don't uphold this complaint.

Mr H believes that if his boiler system had been properly maintained under his HomeCare agreement, it would've been able to withstand the ball valve failing in 2018. It follows that he feels British Gas is responsible for the damage caused by the leak after the ball valve failed.

I can see from British Gas' system notes that they repaired the overflow in late 2018, after Mr H's claim. Mr H says he had to ask for the overflows to be tested and that once this was done, one of the engineers said they hadn't been functioning properly for some time. Because of this, Mr H feels that the overflows not working was a longstanding problem which should've been picked up in one of British Gas' previous annual services.

British Gas have explained that engineers must adhere to strict guidelines when carrying out their annual inspections. The overflows are only visually inspected – and won't be inspected in more detail unless the engineer spots something of concern, or the customer raises an issue.

I've seen nothing to suggest the engineers had any reason for concern about the overflows at any point prior to when Mr H asked for them to be specifically tested – which was after the ball valve had failed. Mr H does say that shortly before the boiler broke down he noticed a loud noise and thought this indicated a problem, but that British Gas told him it was water hammer. I don't find this unreasonable, as water hammer is a common occurrence and having previously visually inspected the overflows, the engineers had found nothing wrong. I've seen nothing to show the noise was more likely to be related to the boiler breaking rather than being water hammer.

Given the above, and the fact the overflows would only be inspected visually unless a concern arose, I haven't seen enough to say it's more likely than not that British Gas are responsible for their failure. It follows that - taking everything into account - I don't think British Gas are responsible for the damage caused to Mr H's property as a result of the boiler breakdown.

Mr H feels that British Gas first accepting responsibility for the property damage then changing their position is not in line with the Financial Conduct Authority's principles for treating customers fairly. British Gas say that the policy excludes cover for this damage.

I've looked at Mr H's HomeCare policy wording. Under 'General Exclusions', it clearly states *"We're not responsible for any loss of or damage to, or cleaning of property, furniture or fixtures as a result of your boiler, appliance or system breaking or failing unless we caused it. For example damage caused by water leaks."*

I appreciate it must've been frustrating for Mr H to be told the damage would be covered and then later find out that it wouldn't be. And I can see a British Gas engineer made a mistake by saying the damage would be covered. But there's no requirement for a business to pay for damage if the policy terms and conditions don't cover it, even if they've initially made a mistake by thinking they should cover it.

Both parties agree that the customer service provided by British Gas during the course of Mr H's claim was not what he should expect to receive. So whilst I considered all of this as part of my decision, I see no reason to go into any further detail here, since it isn't in dispute.

Having taken everything into account, I think the £250 compensation offered by British Gas is reasonable to recognise the trouble and upset Mr H has been caused - both for the mistake British Gas made in initially telling him the damage was covered, as well as the poor customer service he received through the claim. So I don't think British Gas needs to do anything more.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 1 November 2019.

Artemis Pantelides
ombudsman