

## **complaint**

Ms N complains that British Gas Services Limited caused damage to her property.

The background to this complaint and my provisional findings were set out in my provisional decision dated July 2015 as follows;

### ***“background***

*In August 2011, a new boiler was installed at Ms N’s property by a British Gas company. Ms N reported a problem with her boiler in September 2011. An engineer attended and explained how to re-set the system.*

*On 2 October 2011, Ms N reported a leak from a radiator. British Gas Services Limited attended but no leaks from the central heating system were found. The engineer did however diagnose a possible toilet waste leak.*

*Ms N took out a Plumbing and Drainage Cover agreement, underwritten by British Gas Insurance Limited on 13 October 2011.*

*On 22 October 2011, Ms N reported that the bedroom wall adjacent to her bathroom was wet. An engineer attended on the same day and recommended that the bath taps should be replaced.*

*As this work was not covered under Ms N’s Plumbing and Drainage insurance policy, she arranged for the taps to be replaced herself.*

*Ms N contacted British Gas again in November 2011 to report a leak coming from under her bath. British Gas identified a leak on the mains pipe and renewed the pipework.*

*Unhappy, Ms N complained to British Gas, saying its failure to repair the leak on 22 October 2011 had resulted in damage to her property. Ms N also mentioned that the dampness in her property had first appeared after the boiler was installed in August.*

*British Gas sent an engineer to Ms N’s property to inspect the damage and then wrote to Ms N, saying it was not responsible for the damage.*

*Ms N remained dissatisfied, and brought a complaint to us. Our adjudicator said he believed Ms N’s complaint was about events which happened before 13 October 2011 and fell outside of our jurisdiction. Our adjudicator did however recommend that British Gas should refund Ms N £70 for the cost of replacing her bath taps.*

*Ms N did not accept our adjudicator’s opinion and the complaint has been referred to me.*

### **my provisional findings**

*I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.*

*After considering all of the issues involved, we took the view that the original agreement provided by British Gas Services Limited contains all of the features of a contract of insurance and, therefore, this does fall within our jurisdiction. British Gas has now accepted*

*that the Financial Ombudsman Service can look into Ms N's complaint about events from September 2011 onwards.*

*We cannot however look into any issues surrounding the installation of Ms N's boiler. I understand Ms N believes, as her boiler was installed by a regulated firm, this aspect of her complaint falls within our remit. However, the boiler was installed by a British Gas entity which fell within our Consumer Credit Jurisdiction only. This means we could only consider a complaint about how the British Gas company who installed the boiler carried out a 'credit-related activity'. A complaint about the quality of a boiler installation seems not to be a credit-related activity in this case.*

*Ms N originally told us that the damage to her property mostly occurred between 31 August and 2 October, as she had turned the main pipe off to decrease the leak between 2 October and 22 October. However, there is no indication from British Gas' records that a leak was reported to it during this time and the only attendance in between these dates was in September 2011, which was unrelated to a leak.*

*Ms N now says significant additional damage was caused to her property between 22 October 2011 and 22 November 2011, because British Gas did not correctly identify the source of the leak on 22 October.*

*However, when Ms N contacted British Gas on 22 October 2011, she reported that her bedroom wall was wet and said damage was being caused to her property. The engineer who attended on the same day noted on the job sheet that there were damp patches on the wall of the property.*

*It seems then that the leak had already caused damage to Ms N's property by the time British Gas attended on 22 October 2011. Furthermore, British Gas' representative who attended to inspect the damage said that 'a leak would have been going on for a long period of time'.*

*Ms N's policy with British Gas excludes cover for consequential loss (i.e. any damage caused by the leak itself). Although it is possible that British Gas' delay in diagnosing the source of the leak from 22 October 2011 to 22 November 2011 did contribute to the damage, I think it is likely that the majority of the damage had already been caused by 22 October.*

*It would therefore not, in my opinion, be fair to ask British Gas to pay for the damage caused.*

### ***my provisional decision***

*My provisional decision is that I do not uphold this complaint*

*I do not intend to make any award against British Gas Services Limited, other than to endorse the offer it has already made, to reimburse Ms N for the cost of having her taps replaced and add interest at the simple annual rate of 8%, calculated from the date of payment until the date of settlement."*

### **developments**

British Gas did not respond to my provisional decision.

Ms N says the leaking has been ongoing since 2011 and sent me some photographs and job sheets from when British Gas engineers attended again in 2013 and 2014.

The information Ms N has sent does not demonstrate that British Gas caused the damage to Ms N's property in 2011. For that reason, I see no grounds to depart from my provisional findings.

However, it is clear that there is still a leak somewhere at Ms N's property, which British Gas has been unable to locate. The attendances in 2013 and 2014 have not been mentioned before now and British Gas has not had the opportunity to comment on these issues so I cannot make any findings about them here. Ms N has the right to make a new complaint to British Gas about this if she wishes or she may decide to appoint an independent surveyor to inspect the damp, as British Gas has recommended.

### **my final decision**

My final decision is that I do not uphold this complaint.

I make no award against British Gas Services Limited other than to endorse the offer it has already made, to reimburse Ms N for the cost of having her taps replaced and add interest at the simple annual rate of 8%, calculated from the date of payment until the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms N to accept or reject my decision before 21 September 2015.

Christopher Tilson  
**ombudsman**