

## **complaint**

Mr J complains about the workmanship of British Gas Insurance Limited ("British Gas") when it installed a hot water tank and expansion vessel at his property.

## **background**

British Gas attended Mr J's property in January 2013 to install a hot water tank and expansion vessel. Mr J said the expansion vessel was fitted onto a plaster wall within his property.

In May 2014, Mr J said the expansion vessel fell from its fitting on the wall and landed on a valve which led to a leak which caused substantial internal damage to his property.

Mr J believed the damage was the result of poor workmanship by British Gas in January 2013. He believes that the system installed was not 'fit for purpose', and says this is because the fitting attachments were not properly secured to the wall.

British Gas does not accept it is responsible for the damage. It points out that given the time between the installation and the failure, the evidence does not suggest the expansion vessel was incorrectly installed. It also says that the installation was carried out in accordance with manufacturer's guidelines, and notes that because the damage had subsequently been repaired, and the vessel re-fitted by Mr J's engineer, it was not able to further investigate any possible installation deficiencies.

To settle the matter, Mr J wants British Gas to reimburse the costs he incurred in employing his own engineer to fix the hot water system, and decorative costs to his hallway and bathroom flooring, in repairing the damage.

Our adjudicator did not uphold the complaint. He did not consider there was persuasive evidence that British Gas should be held liable for the damage.

Mr J disagreed with our adjudicator and provided an independent engineer's report and photograph to support his position. However, the adjudicator did not change his assessment.

The matter has therefore been referred to me to decide.

## **my findings**

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

I appreciate Mr J's argument that one would not expect an expansion vessel to fall from its supporting wall 14 months after installation. He has also pointed out that the vessel, when fitted, will not have been full of water, but that the weight of water subsequently will have placed additional pressure on the fittings and the wall.

The engineer's report which Mr J has provided notes that the leak was caused by the expansion vessel falling onto the pipe below. It refers to the fitting of the vessel onto the plasterboard wall, however it does not specifically confirm a link between the expansion vessel falling from the wall and the workmanship of British Gas in the initial installation.

In addition, I consider it relevant that there was an extended period of about 14 months between the installation and the expansion vessel falling. It seems more likely than not that had the installation been inappropriate, then the problem would have arisen sooner. While I have sympathy for Mr J and the problems he experienced, I am therefore not persuaded that British Gas should be held responsible for the damage.

**my final decision**

For the reasons above, it is my final decision that I do not uphold this complaint. I make no award against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr J to accept or reject my decision before 9 February 2015.

Helen Moya  
**ombudsman**