

complaint

Mr and Mrs C's complaint is that British Gas Insurance Limited caused damage to their property by not fitting and maintaining their boiler system properly.

background

I understand that British Gas installed a new boiler at Mr and Mrs C's property in 2011. They say they have had a number of problems with it since then, including with the pump and condensate drainage. In June 2015, the boiler stopped working and British Gas came out to repair it. The notes from that visit say that work was done to the header tank in the attic.

In August 2017, Mr and Mrs C reported a leak from the header tank situated in their attic. The tank leak caused damage to a bedroom below, including to the carpet, walls and cupboards. British Gas sent a contractor to attend who fixed the leak. Mr and Mrs C say the contractor that attended in August 2017 told them that the header tank had come away slightly from the wall to which it was attached, allowing water to drip into the gap onto the insulation material and down onto the ceiling below. There was also sludge in the tank and the ballcock needed to be replaced.

Mr and Mrs C say that the leak wouldn't have happened had British Gas installed the new boiler system properly and maintained it properly. During each annual service, the engineers have asked to look in the attic and so they assumed were checking the tank among other things. They've also had a powerflush done which should have meant no sludge in the system.

British Gas agreed to replace the header tank, which I understand it has done. But it does not consider that it had caused the leak and therefore does not accept it was responsible for any of the resultant damage.

One of our investigators thought that British Gas should have spotted the issue earlier than it did and recommended it pay £100 compensation for this.

Mr and Mrs C were disappointed not to receive compensation for the cost of redecorating the bedroom and replacing the damaged carpet. However, they accepted the investigator's assessment.

British Gas didn't accept the investigator's assessment. It said the annual inspections would only check the boiler and not the tanks and so this is not something it would have been expected to spot during an annual service.

The matter has therefore been referred 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.

Although part of the British Gas group installed the boiler and did the powerflush, this was not as far as I'm aware done under the insurance policy and so any defects with the installation are not the responsibility of British Gas Insurance Limited. I only have the power to consider a complaint about anything done under the insurance policy.

It is of course difficult to be sure what happened to cause the leak. British Gas accepts that it had been going on for some time. I also note that work was done on the tank in 2015, and British Gas's customer checklist provided by Mr and Mrs C says the tank was empty of water: "dry header tank and refilled and removed airlocks". No investigation seems to have been done then into why it had drained empty. And I note that British Gas's summary of attendances doesn't include this one. In its final response letter, it referred to other attendances to the property for unrelated matters. But I am satisfied that the visit happened, as Mr and Mrs C have been able to provide a checklist left at the property by the engineer that attended. British Gas has had the opportunity query this and hasn't.

I think it is possible the tank was knocked, during this work or that more work should have been done at the time to investigate the cause of the problem with the tank. So I agree with the investigator, albeit for slightly different reasons, that British Gas should have spotted the problem with the tank earlier and that some compensation is warranted to reflect the trouble this caused them. I can't say for certain that this would have prevented all subsequent water damage to the bedroom below, however. Therefore I don't consider that I can require British Gas to pay for the full redecoration costs. However, I consider the sum of £200 to be more appropriate to reflect the distress and inconvenience caused to Mr and Mrs C by this matter.

my final decision

I uphold this complaint against British Gas Insurance Limited and require it to pay Mr and Mrs C the sum of £200 compensation for the distress and inconvenience caused to them by its handling of their cover.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs C to accept or reject my decision before 19 April 2018.

Harriet McCarthy
ombudsman