

## **complaint**

Mr P says that British Gas Insurance Limited caused a water leak in his kitchen when carrying out work under his central heating insurance policy.

## **background**

In October 2013, British Gas carried out an annual service on the boiler and decided that the expansion vessel needed to be replaced. It completed this work and then about a fortnight later, Mr P made a claim under the policy as it wasn't firing up. British Gas came out and fixed the problem.

In March 2014, Mr P contacted British Gas again because he didn't have any hot water unless the heating was also turned on. British Gas came out again and replaced a diaphragm in the boiler. About a month later, on 19 April 2014, Mr P told British Gas there was a leak coming from the boiler. He says this was caused by the cold water pipe having been connected wrongly, although British Gas' records say it was due to a loose fitting on the hot water 'draw off' pipe.

British Gas came out and repaired this but Mr P informed British Gas that he thought that the leak was caused by the boiler not being put back on the wall properly following the replacement of the expansion vessel. He says that the cold water pipe was kinked when the boiler was fitted back on the wall. Mr P wants British Gas to pay for the repair of the damage the leak caused to his kitchen.

British Gas denies it's responsible for the leak and the subsequent damage. It says that if the leak was caused by its actions in October 2013, it would have been apparent shortly after the visit and not six months later. Mr P's boiler is over 20 years' old and so it is likely to be wear and tear and it won't pay for any damage that it hasn't caused.

One of our adjudicators looked into the case. She didn't think it should be upheld, as she didn't think there was enough evidence that the leak was a result of the visit months earlier. There were also visits between the service and the flooding and she thought that the engineers that came to the house during that time would have noticed the leaking pipe on those visits.

Mr P says that he didn't notice the damage straight away as it was only a small leak and the water was escaping behind a cupboard and under the worktop. He eventually noticed damage to the worktop and a damp smell, which indicates that the leak had been going on for some time. The engineer removed the boiler off the wall and when he replaced it there was a kink in the water pipe, which gradually leaked and then failed. None of the subsequent visits required removal of the boiler (and it had never been removed before October 2013) and so the water leak was not immediately visible. He has provided photographs showing that the pipe was at an angle and that any leaks would not have been immediately visible.

## **my findings**

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

Mr P's policy provides cover for boiler breakdowns and includes an annual service. It doesn't cover the cost of work needed to repair damage caused by any boiler failure. Therefore in

order to determine that British Gas should pay the cost of repairing Mr P's kitchen worktop and units, I'd need to be satisfied that the damage was solely the result of negligence by one of its engineers.

Mr P has provided photographs of the water pipe that leaked. It does show that there is a curve in it but it isn't obvious from this that there is any undue stress on the pipe that would cause it to leak. It also hasn't been established that the pipes shown in these photographs were detached and reattached, or that anything else was done to them, during the work in October 2013.

While I can see that the leak might not have been obvious straight away, I'm not persuaded there is enough evidence for me to determine that British Gas is solely responsible for the leak from the boiler. I don't consider therefore that I can require it to pay for the repair/replacement of Mr P's kitchen units and worktop.

### **my final decision**

I don't uphold this complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr P to accept or reject my decision before 17 July 2015.

Harriet McCarthy  
**ombudsman**