

## **complaint**

Mr R is unhappy with British Gas Insurance Limited's handling of a claim under his home emergency insurance policy.

## **background**

Mr R says that delay in properly repairing a leak from his central heating system has meant that water continued to escape from the overflow pipe at the back of his property, causing staining to the wall and the paving below. He wants this remedied and British Gas to pay the cost of that.

In January 2016, Mr R called British Gas to report that his overflow pipe was leaking. British Gas attended and found that the ballcock in the tank was broken and so the "system was pumping over", causing water to escape via the overflow. The tank was drained and the next day the ballcock replaced and chemicals added to the system.

On 26 May 2016, Mr R apparently made an appointment online for British Gas to come back out to his property. British Gas attended and replaced a noisy pump and fitted new washers in the ball valve, as water was escaping via the overflow again.

A few days later, on 1 June 2016, Mr R reported that water was now leaking from the attic into an upstairs bedroom. British Gas attended and found a leak from the header tank, apparently caused by the previous engineer having disturbed a pipe joint. This was repaired. It also tested the boiler and found that a low switch was needed, which was fitted the next day.

On 12 August 2016, Mr R reported that water was flowing "heavily" from the overflow. He shut off the hot water to stop it. British Gas attended again and replaced the ballcock and reset the pump. The boiler was also apparently serviced at the same time. However, because Mr R thought there was an underlying problem British Gas came out again and it was agreed on 5 September 2016 that it would upgrade some pipework. Mr R apparently wanted a particular engineer to do the work and he wasn't available immediately. I understand that the problem was finally resolved in late October 2016, when the configuration of the pipework was changed and a new zone valve was fitted. British Gas also paid Mr R the sum of £100 compensation for the time taken to sort the problem out and the multiple visits needed to do so.

Mr R is unhappy with British Gas' response. He has made a number of points including the following:

- British Gas confirmed that the water in the tank was getting too hot and melting the ball valve which was then causing water to flow out of the overflow. All these problems started after he had a new boiler fitted by British Gas.
- British Gas came out nine times to try and fix the overheating/overpumping/leaking from overflow problems and replaced the ballcock four times.
- The loft access panel was also damaged during one repair but he was able to repair this himself; the ceiling was damaged; lawn damaged which he has rectified and the wall and patio is still stained by the same escaping water.
- The staining wouldn't have happened if British Gas had rectified the problem from the outset.

British Gas says it has dealt with the matter reasonably. It has also made a number of points, including the following:

- there was water coming out of the overflow when it was doing its job (this wasn't a leak as such). This was happening intermittently from January 2016 and only happened when the ball valve in the water tank was faulty.
- It looked at this in January 2016 but didn't hear anything more from Mr R until May 2016. If it had been going on since January it'd have expected to have been contacted sooner.
- The second leak was a result of work completed during its engineer's visit on 31 May 2016. This led to the water leak inside Mr R's property, which it attended to on 1 June 2016. The damage caused by this has been repaired.
- New washers were fitted to the ball valve on 31 May 2016 but this was not the underlying cause of the fault that led to the water flowing from the overflow pipe, which has subsequently been identified as relating to the configuration of the pipe work.
- And it was Mr R's decision to wait for our engineer to return to work, further delaying the investigation and subsequent repair of the issue.
- It did not cause the underlying fault and so is not responsible.
- It has also been noted that the overflow pipe was not long enough to allow the water to clear the property, which is a design fault and another issue that it's not liable for.
- In light of the delays it was responsible for, it arranged for the required upgrade work to rectify the fault, valued at around £300, to be completed free of charge and paid a further £100 compensation.

One of our adjudicators looked into the case. She didn't think that British Gas was responsible for the entire damage to the render and patio. Water was clearly leaking in any case and some of that damage would have been caused anyway, but she thought British Gas should have been able to identify the fault earlier than it did. She therefore recommended that it pay Mr R £300 by way of compensation and as a contribution towards the cost of repairing it.

British Gas didn't agree it was at fault but agreed to make the payment in any event.

Mr R didn't accept the adjudicator's assessment. He says that British Gas is entirely responsible and should pay all the costs involved in restoring the outside of his property.

The matter has therefore 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.

It's clear that the problem with the tank overflowing took a long time to resolve and that a number of things went wrong. I can see why this was so frustrating for Mr R.

While British Gas wasn't responsible for the way the pipework was configured, I think it should have been alerted, by the fact the ballcock kept failing, that there was something else going on. However, there's no convincing evidence that this would have been reasonably possible until after the August 2016 call outs. I say this because the January and May 2016 attendances didn't seem on the face of it to be related and the repair work done on each of

these occasions seems to have resolved those issues. It was only after the August 2016, when it failed again that I think British Gas should reasonably have carried out further investigations.

So I think that British Gas could have diagnosed the underlying problem earlier than it did. But there's no convincing evidence that it could or should have done so before the first August 2016 call out. If it had made further investigations then and found the problem, some of the visits subsequent to this might have been avoided and it may also have avoided some of the damage to the outside of Mr R's property.

However, I don't think there is enough evidence to be certain that it would have prevented the staining entirely. Water had escaped via the overflow (which is, as British Gas has pointed out, what it is for) in January and August 2016 (and possibly intermittently between those dates) but I'm not satisfied that British Gas is responsible for that period.

Mr R has referred to the chemicals that were added to the system causing the staining but central heating systems always contains some chemicals, to stop the build-up of scale and keep the water in the system clean. I don't therefore consider that British Gas can reasonably be required to pay the cost of repairing the staining.

I do, however, think that the time taken to sort this out, the number of attendances that were required and the trouble caused to Mr R warrant more compensation than British Gas originally offered. I am pleased to note that it carried out the re-piping free of charge when it didn't have to. (I know Mr R had the new boiler fitted by British Gas and he says this is the root of the problems but that wasn't part of the insurance provision, so I can't look at that.) But I agree with the adjudicator that a further £300 (in addition to this work and the £100 already offered) is appropriate to reflect the trouble caused to Mr R and to include a contribution to any part of the staining that was caused between August and October 2016.

### **my final decision**

I uphold this complaint against British Gas Insurance Limited and require it to pay Mr R the sum of £300 (in addition to the £100 already offered) as compensation for the distress and inconvenience caused by its handling of this claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 5 June 2017.

Harriet McCarthy  
**ombudsman**