

## **complaint**

Mr M complains that British Gas Services Limited caused his radiator to leak, damaging his property.

## **background**

Mr M has a British Gas HomeCare policy. In early November 2018 British Gas attended Mr M's property to fix his heating. Mr M says the British Gas engineer caused one of his radiators to leak, damaging his property – so he complained to British Gas.

British Gas visited Mr M's property on 20 November 2018 and said that damage to Mr M's wall and carpet was caused by pre-existing damp. So it did not uphold Mr M's complaint or propose to do anything further. Mr M remained unhappy and referred his complaint here.

Our investigator didn't uphold Mr M's complaint. Mr M's disagreed with the investigator's complaint, so the matter has 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. Having done so, I've decided not to uphold Mr M's complaint.

There doesn't appear to be any dispute that there was a leak from the radiator when the British Gas engineer attended to fix Mr M's heating. The issue is around the damage and stress Mr M says this caused – for which he's requested compensation.

I'm satisfied from the information I've seen that when the leak sprung, the engineer likely took expedient action to fix it. I've also seen information that Mr M's carpet and wall likely had existing issues before the leak occurred. For example, British Gas has provided some evidence of slug trails on the carpet. Photographs show there is also a reasonably large patch of wall directly above the skirting board and below Mr M's window that appears sunken and damaged, which I've seen no evidence to suggest was caused by the leak. And what Mr M has told us seems to suggest this sunken patch was already there prior to the leak.

In any event, I haven't seen any persuasive evidence of material damage caused to the carpet as a result of the leak. Photographs show the carpet slightly lifted around the edges. But it's not clear this was caused by the leak, as distinguished from the general age, wear-and-tear and existing condition of the carpet before the leak. Mr M has also said the leak caused a bad smell – but I've not seen any evidence this persisted beyond the two days he's said it took to dry the carpet, and I note that British Gas has said it found the carpet to be dry when it visited on 20 November 2018, which I cannot see Mr M has disputed.

I've considered Mr M's comments about a patch of his wallpaper coming away as a result of the spray from the leak. I can see from the photographs, though, that this patch is very close in proximity to the larger patch (which I've already mentioned) that appears to have already had substantial damage. I'm not persuaded I can say it's most likely that the leak caused the wallpaper to come away, as distinguished from the existing state of the wall.

I've thought about Mr M's claim for distress and inconvenience. However, we're all inconvenienced at times in our day-to-day lives – and in our dealings with other people, businesses and organisations – but that doesn't automatically mean an award for distress and inconvenience is warranted. And here it appears to me that the engineer fixed the leak expediently, and that British Gas followed Mr M's subsequent complaint with a house inspection within a reasonable timescale.

Overall, the evidence doesn't convince me it would be fair to hold British Gas responsible for the current condition of the carpet or wall, or that compensation for distress and inconvenience is warranted.

### **my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 4 April 2019.

Neil Bridge  
**ombudsman**