

## **complaint**

Mr A is unhappy with the cover British Gas Insurance Limited (British Gas) provided under his home emergency policy.

## **background**

Mr A has insurance with British Gas which covers repairs and an annual service of his central heating system. British Gas carried out the annual service at the end of November 2018. Mr A says a few hours later there was a leak from one of his radiators which caused significant damage to the kitchen flooring. He believes that was because the boiler pressure was left at too high a level. Mr A had the radiator fixed by his own plumber.

On 10 December Mr A got back in touch with British Gas and said the pressure in the boiler had dropped and his heating and hot water had stopped working. British Gas added leak sealant to the system on two occasions but this didn't solve the problem. On a further visit on 15 December it identified a leak from pipework under the floor and repaired this two days later which resolved the problem.

British Gas didn't think the initial radiator leak was caused by its engineer. But in order to try and resolve the matter it offered to pay £500 to Mr A. In relation to the leak under the floor it accepted there had been some missed appointments and customer service failings and offered to pay £275 in recognition of this.

Our investigator thought the offer in relation to the leak under the floor was reasonable. And she accepted the evidence as to the cause of the radiator leak was limited. But she noted the short timeframe between the annual service and the leak and that Mr A's plumber had identified an issue with pressure in his invoice. So she thought it likely there was a connection here. She recommended British Gas pay to replace the flooring in Mr A's kitchen (using quotes he'd provided as a basis for this).

Mr A agreed with her recommendation but British Gas didn't. It said it was usual to re-pressurise a boiler as part of an annual service and the engineer would have been correct to do that. It didn't think there was evidence to show anything the engineer did caused the subsequent radiator leak. But it said it was nevertheless prepared to pay £750 towards the replacement flooring. Mr A didn't agree to that.

I reached a provisional decision on the complaint last month. In summary I said:

*I've looked first at Mr A's policy with British Gas. I can see he has a central heating policy which covers his boiler, controls and central heating on a service and repair basis. And the definition of central heating in the policy includes the radiators and radiator valves at his property. The policy says at an annual service an engineer will check the central heating is working safely and in line with the relevant laws and regulations.*

*In this case I don't think it's in dispute that when the engineer attended to carry out the annual service they re-pressurised the boiler at Mr A's property. I agree with British Gas that's a standard part of the annual service. What's more difficult to establish is whether the engineer left the pressure at too high a level and whether that caused the subsequent radiator leak.*

*But I understand the central heating at Mr A's property was in operation when the leak took place as he's said the water from the radiator was extremely hot. I think it's unlikely that if the boiler had been re-pressurised beyond a safe level the central heating would have operated at all because the boiler's safety mechanisms would have prevented it from doing so. And while the invoice from Mr A's plumber does reference pressure it doesn't identify that as being the cause of the leak.*

*However, the annual service didn't just cover the boiler but the other elements of the central heating system including the radiators. And in this case the radiator developed a significant leak shortly after its annual service should have been carried out. I accept a leak can occur suddenly. But I think it's unlikely a correctly inspected radiator would develop such a significant issue without there having been any sign of a problem to a professional engineer a few hours previously. What seems more likely is that a proper inspection of this radiator wasn't carried out as part of the annual service. I think it's significant that in one of its responses to us British Gas accepted its engineer might have missed that the radiator was leaking at the time of the service.*

*And if that had been identified (as it should have been) I think British Gas should then have carried out repairs to the radiator in line with the terms of the policy. Or if that wasn't possible it should have taken steps to isolate that radiator from the rest of the central heating system. And if that had been done I think it's likely the subsequent leak and damage to the kitchen floor at Mr A's property would have been prevented. So I agree with our investigator that British Gas needs to accept responsibility for putting this right.*

*In relation to the problems that arose when British Gas attended to fix the leak under the floor both parties seem to be in agreement that a payment of £275 does enough to put things right here. I agree that's fair in the circumstances.*

*Mr A has provided two quotes for putting right the damage to the floor. And British Gas hasn't suggested this is work it would be prepared to undertake itself. So I think it's reasonable it pay him the amount set out in the lower of those quotes. I think it should refund him the cost he paid his plumber to have the leak fixed (which is £85). And it will also need to pay him £275 if it hasn't already done so.*

### **responses to my provisional decision**

Mr A didn't respond. British Gas did provide some further comments. It said it was disappointed with the outcome and in summary said:

- A drop in pressure isn't always an indication of a leak and the engineer followed the correct procedure by re-pressurising the boiler. It didn't think there was evidence to show the engineer had caused the leak and said they hadn't noticed any leaks when carrying out the service.
- It didn't think that returning the pressure to its normal level could have caused the extent of damage to Mr A's property. And it thought the offer it had previously made was fair.

So I need to reach a final decision.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

As I said in my provisional decision I accept that re-pressurising a boiler is a standard part of an annual service. And in this case I don't think the boiler was re-pressurised beyond a safe level because it's unlikely the central heating would have operated at all if that had been done.

What I thought more likely was that a proper inspection of the radiator (which subsequently leaked) wasn't carried out as part of the annual service. British Gas has now said its engineer didn't notice a leak at the time but hasn't provided any further evidence in support of that. In addition that comment doesn't match with a previous response in which it accepted its engineer might have missed the radiator was leaking. It remains my view that a correctly inspected radiator is unlikely to have developed such a significant leak within a few hours of the inspection taking place. And that makes me think a proper inspection wasn't carried out as part of the annual service.

I continue to feel that if the problem with the radiator had been identified (as it should have been) British Gas should then have taken steps to address that which would have prevented the subsequent leak and damage to the kitchen. So I do feel that British Gas is responsible for putting this right.

Mr A has provided two quotes for putting right the damage to the floor. And British Gas hasn't suggested this is work it would be prepared to undertake itself. So I think it's reasonable it pay him the amount set out in the lower of those quotes. I also think it should refund him the cost he paid his plumber to have the leak fixed (which is £85). And it will also need to pay him £275 (in relation to the problems that arose with the leak under the floor) if it hasn't already done so.

## **my final decision**

I've decided to uphold this complaint. British Gas Insurance Limited will need to put things right by doing what I've said in this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 20 April 2020.

James Park  
**ombudsman**