

complaint

Ms L believes that British Gas Insurance Limited is responsible for damage to her boiler.

background

Ms L held a home emergency insurance policy with British Gas, which provided cover for a property occupied by tenants, from 2005. British Gas inspected the boiler before confirming the cover and says that it found there was no pressure release pipe and left a quote for this work but Ms L did not ask it to carry out the work. It carried out annual services ever since.

In May 2012 British Gas attended to carry out an annual service and to complete a repair. The repair was completed but British Gas says that it issued a 'safety advisory notice' (ie that some work needed to be carried out) because although there was a pressure release valve pipe, it ended within the property, rather than outside as regulations require. British Gas would not rectify it during this visit, as it was not covered under the policy.

The tenants contacted British Gas in January 2013, as the boiler had broken down. An engineer attended and diagnosed that the pressure release valve had been incorrectly capped, which had caused damage to the boiler (I understand that water that needed to be released from the system was trapped and this caused the pressure expansion vessel to split).

British Gas declined to carry out any repairs, as it said that this had incorrectly been carried out by a third party and the policy does not cover the repair of damage caused by third parties.

Ms L says that the only people to work on the boiler were British Gas engineers and she believed that it must have therefore capped the pipe. Ms L ended up having to replace the boiler and wants British Gas to reimburse her the cost of this.

British Gas said that its only attendance prior to January 2013 was in May 2012 and it has provided copies for reports completed by a Gas Safe Register engineer that attended in order to assess the British Gas engineer's work, in May 2012, and the reports show that the pressure release valve was not capped at that time.

Ms L says that:

- no remedial work was recommended to her in May 2012, or previously – if it was she would have had it carried out.
- The remedial advice should have been sent to her directly as well as left with her tenants. It knew she lived elsewhere and had her address.
- British Gas' engineer was able to contact her directly to say that he needed £800 to repair the boiler privately.
- British Gas were called to the property several times between May 2012 and January 2013 due to the boiler leaking within the cupboard.
- She still believes that British Gas capped the pipe but in any event says that the pipe would only have been capped because British Gas had failed to repair the boiler during that first attendance in May 2012. "The capping of the valve, whether by a disgruntled employee or another, is a direct consequence of their failure".
- She does not accept that British Gas' records are "accurate or complete".

Our adjudicator did not recommend that the complaint should be upheld because there was no evidence to show that British Gas had capped the pressure release pipe which caused the damage. He

also concluded that the issue raised about British Gas failing to repair the leaks was a new issue and would need to be dealt with as a new complaint.

Ms L did not accept the adjudicator's assessment. She also pointed out that she raised the issue about British Gas not carrying out the earlier repairs in the letter accompanying her complaint form to us.

Given the ongoing dispute, the matter has therefore been referred to me.

my findings

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

Ms L says that British Gas' records are not complete and that it attended the tenanted property on a number of occasions between May 2012 and January 2013. However, its records do not support this and I have no reason to doubt that they have sent complete records. Although Ms L says there were several other visits, I have no further information or convincing evidence of that. There are, as far as I am aware, no details of dates or times of visits or other evidence that might be able to corroborate that.

The records do show that when British Gas first inspected the boiler in 2005, there was no pressure release pipe valve. Then when it attended on 23 May 2012 – and there is also a report from Gas Safe as it accompanied the engineer as part of its procedures regarding the Gas Safe Register – it was found that the pressure release discharge pipe was not "terminated to outside" ie that the end of the pipe was still within the property which could lead to discharge of water inside; which seems to be exactly what happened (Ms L says there were repeated leaks from the boiler). It also concluded that there was not enough space around the boiler.

The pressure release valve pipe was not extended to allow it to end outside the property (and for the water to be discharged safely outside). It needed to be extended but instead someone capped it off – ie blocked the end of it to prevent the water leaking. There is no convincing evidence that this was done by a British Gas engineer. Its records show no contact from Ms L during this period and no attendances at the property. In addition, Ms L says that it was called several times about the leak but did not repair it. This also would seem to support British Gas' position about who would have capped the pipe – although it would not have been the correct way to repair the leak, capping the pipe would have stopped it leaking.

Ms L also says that, even if it was not British Gas and it was someone else that capped the pipe, this was only done due to British Gas' failure to extend the pipe itself/repair the leak and/or to inform her directly that work was required to the pressure release valve pipe. Therefore she still feels that it is responsible for the cost of the new boiler.

British Gas is not obliged under the policy to carry out work to rectify any defects on the original installation. Therefore it was not obliged to install the pressure release pipe in 2005, or to extend the one that was there in 2012. Even if the leaks were reported to it, which has not been proven, it would also not have been required to attend to those, as the remedy would have been to extend the pipe – which is not covered under the policy.

British Gas apparently left the safety notices with its conclusions with the tenants at the property, which I understand is its normal practice. Ms L says that it should have provided

her with a copy direct as well. There is no evidence that she requested that she be sent such reports. However, even if I were satisfied that it should have sent these to Ms L direct, I still feel unable to conclude that it should be responsible for the cost of the new boiler, given that the damage was caused by an incorrect repair carried out by another party.

my final decision

I do not uphold this complaint against British Gas Insurance Limited.

Harriet McCarthy
ombudsman