

complaint

Mr M complains OVO (S) Home Services Ltd caused damage to his home, as their engineer failed to attend an agreed appointment to fix his boiler, and a leak occurred some days later.

background

Mr M had 24-hour boiler cover with OVO (previously known as SSE). A fault occurred, and OVO attended and fixed the problem, only for it to occur again within 24 hours. OVO attended again, and advised new parts were needed, and a new date was agreed with Mr M for OVO to return and fit these. OVO failed to attend the appointment.

Five days later, Mr M returned home to discover significant damage caused to his home as a result of a water leak, which he identified was coming from his boiler. An OVO engineer attended the next day, and whilst the boiler couldn't be repaired, he made it safe. He also confirmed the replacement parts, promised after the previous visit, hadn't been ordered which is why an engineer didn't previously attend as expected.

OVO sent a regional manager to assess the damage caused, who concluded the leak wasn't caused by the faulty parts not being replaced, but by a separate issue unconnected with the previous visit/fault. So, OVO said they won't pay for the damage caused by the leak.

Mr M wasn't happy with this and complained to OVO, saying had the engineer attended to replace the faulty parts, the separate fault would most likely have been identified. And, his boiler operating with faulty parts is likely to have helped cause the subsequent fault that resulted in the leak. Mr M asked for OVO to repay the cost of the damage caused.

OVO accepted they'd failed to order the spare parts and attend to replace them. But they repeated it was a different part of the boiler that was leaking, which wasn't connected to the earlier fault, or missed engineer visit. OVO didn't accept responsibility for the damage but did agree to waive two months' payments in recognition of their service failures.

Unhappy with this, Mr M brought his complaint to us. Our investigator didn't uphold it, saying he agreed the two respective faults weren't connected. He also didn't think OVO's engineer would *definitely* have found the fault that caused the leak - it was possible he *may* have spotted it, but our investigator couldn't make that assumption. Our investigator also noted Mr M didn't contact OVO after the missed appointment. But he agreed that OVO's offer of two months free cover as compensation for their service failures was fair in the circumstances. Unhappy with this, Mr M asked an ombudsman to review the complaint.

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 don't uphold this complaint. I'll explain why.

There's no dispute OVO failed to order the replacement parts their engineer said were needed after his first visit. Or that, because of an IT glitch, Mr M's follow-up visit where these parts were due to be replaced was missed. OVO accept there was a service failing here.

The issue for me to consider is whether this missed appointment – and with it the opportunity to replace the faulty parts (expansion vessel and a pressure relief valve on Mr M's boiler –

which I'll refer to as 'the boiler parts') – can be shown to have caused, or contributed to, the subsequent fault that caused the leak. In considering this, I don't need *proof* the leak was or wasn't caused by the failure to replace the boiler parts. Instead, based on the evidence available, I need to decide if it's *more likely than not* the leak was caused by these factors. And from what I've seen, I don't think this is the case.

Mr M says, because OVO didn't attend the appointment, there were two consequences. Firstly, the faulty boiler parts weren't replaced, which *must* have contributed to the fault that caused the leak five days later. And secondly, had the engineer attended as agreed, he'd have likely identified the other fault. I do understand Mr M drawing these conclusions.

However, OVO have provided information and a diagram (which was provided to Mr M by our investigator) to explain why the respective faults are unconnected. The initial fault required the boiler parts to be replaced – these are part of the 'boiler circuit'. The part that failed, causing water to escape and cause the damage, was a pressure reducing valve (PRV) on the hot water inlet circuit. OVO explained these two circuits don't directly interact with each other. OVO also said there was nothing to indicate a leak, or likely to be one, from the hot water circuit PRV at the initial visit, five days earlier.

I've seen nothing to suggest the 'unconnected circuit' information provided by OVO is incorrect, and I'm persuaded by this evidence. I accept it's *possible* the fault with the 'hot-water circuit PRV' may have become evident on the day of the missed appointment. But I can't conclude, from the information available, that it's *more likely than not* the 'hot water circuit PRV' failure would have been identified had an engineer visited on the day expected (or shortly afterwards). Or that it's *more likely than not* the subsequent damage to Mr M's home was caused by OVO's failure to attend and replace the boiler parts when they should have done. So, as I don't think OVO is responsible for the damage caused after the 'hot water circuit PRV' failed, I won't be asking OVO to do anything to repair this damage.

I'm aware Mr M doesn't now think OVO waiving two-months' payments (approximately £48) provides enough compensation for the inconvenience he experienced. I agree Mr M was inconvenienced – he was told an engineer would visit to replace faulty boiler parts, and this didn't take place. And he had to chase OVO's attendance after the leak was reported.

I've already said I don't think OVO are responsible for the subsequent leak, and so I won't be able to award compensation for the distress caused by this. Which leaves the missed appointment and service issues for me to consider here. Given the short time period between the missed appointment and the subsequent replacement of the boiler faulty parts, I think compensation of £48 is fair in the circumstances, so I won't be asking OVO to make any further payment to Mr M in this regard.

my final decision

For the reasons set out about, I don't uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 30 July 2020.

Mark Evans
ombudsman