

## **The complaint**

Mr I's complaint is about the handling of a claim under his boiler and central heating insurance policy with British Gas Insurance Limited.

## **What happened**

Mr I held the policy with British Gas for a property he rents out. The policy includes an annual service of the boiler.

On 6 December 2022, British Gas attended the property to service the boiler. While there the tenant asked the engineer to change two radiator valves as they were leaking. The engineer replaced the radiator valves in the front and back bedrooms and also recommended that a power flush be carried out on the system.

Mr I says that after the engineer left, his tenants found damp around the valves, as they were leaking. He says the carpet was ruined and had to be replaced and it caused damage to the ceiling below. Mr I is very unhappy about this and says the engineer should have tested the system, after replacing the valves to ensure they were watertight. If British Gas had done so, the leak would not have been so bad. Mr I also says that the advice to have a power flush was incorrect and if he had this done it would have caused much worse damage, as the system was not watertight.

British Gas's engineer came back out on 12 December 2022 and said there was a minor drip from the radiator valves, so he tightened them. British Gas said the first engineer recorded there was water damage to the ceiling when he first attended on 6 December 2022 and the radiator valves were crusted with limescale, indicating they'd been leaking for some time.

It says that any leak ongoing from its attendance on 6 December 2022 until 12 December 2022 would have been minor and would not have resulted in a whole carpet needing to be replaced. British Gas also says its engineer who attended on 12 December 2022 recorded that there was a damp patch on the carpet near the valves, which had a minor drip leak, but no mould or staining. British Gas says there is no evidence of the damage Mr I claims, as the old carpet had already been disposed of when he complained about the matter. Mr I has provided photos of the new carpet and ceiling damage but British Gas says this does not prove it had caused the carpet to be replaced, or the damage to the ceiling. British Gas did however offer compensation of £50 for having to have a return visit to tighten the valves.

Mr I remained unhappy with British Gas's response to his complaint, so he referred the complaint to us. He wants British Gas to cover the cost of the new carpet and ceiling repairs, as well as providing an apology.

One of our Investigators looked into the matter. Initially she did not recommend the complaint be upheld, as she did not think there was enough evidence to establish that the damage to the ceiling and the replacement of the carpet were due to anything British Gas had done wrong.

Mr I did not accept the Investigator's assessment. In response he provided a video he says was taken by the tenants of the leak through the ceiling immediately after British Gas's attendance; and correspondence between him and his letting agent about the leak.

Having reviewed this, the Investigator changed her opinion on the case. She said the video taken by the tenant shows there was a significant leak shortly after the work done by British Gas on 6 December 2022 and the fact the engineer said he had to tighten the valves on 12 December 2022, means it was likely they were not properly tightened on 6 December 2022 allowing water to escape. The Investigator therefore said that British Gas should pay for the cost of rectifying the damage caused after the visit on 6 December 2022. She did not think any additional compensation was warranted, as British Gas had not seen the video before, so had not acted unfairly in refusing to rectify this damage before.

British Gas did not accept the Investigator's assessment. It provided call recordings that it says prove the leak didn't start until 11 December 2022. The tenant had spoken to its representative the day before about problems with the boiler and not mentioned water leaking through the ceiling. The tenant called back on 11 December 2022 and said she had just noticed water leaking through the ceiling and the carpet was wet. British Gas has also made a number of points in support of its position. I have considered everything it has said but have summarised the main points below:

- On 11 December 2022, the tenant said she'd bled the system to try and reduce the pressure in the boiler. If she did not catch the water properly, this could cause a leak and if the bleed pin comes out, the flow of water would be uncontrolled.
- It also says there could be a leak if the bleed valve is not tightened properly afterwards.
- It says the time stamp provided with the video taken by the tenant (which says it was taken on 8 December 2022) does not prove it was created on that day or recorded at that date and time. It could be that it was received and saved by the data holder at that time, so could be from the first leak.
- If the system pressure was too high, this could weaken joints at valves and may have been the reason for the valves failing and needing to be tightened.
- Mr I did not raise the complaint until three months later, which meant it did not have the opportunity to investigate properly and the carpet alleged to have been water damage had already been removed.
- The only evidence of the damage is a photo of some cracks to a ceiling and photos of a replacement carpet.

British Gas therefore says the leak was not because its engineer did not replace the valves properly on 6 December 2022 and the leak was likely not caused by anything it did wrong.

The Investigator said that she thought British Gas's adviser had led the first conversation on 10 December 2023 to discuss the boiler only and if he had asked more about the leak, the tenant might have told him. The Investigator did not think there was enough evidence to say the damage was caused by the tenant bleeding the system, rather than by British Gas's engineers not tightening the valves properly. The Investigator therefore remained of the opinion that British Gas should pay for the repairs and new carpet.

As the Investigator was unable to resolve the complaint, it was passed to me. I issued a provisional decision on the matter in July 2024. I did not think the complaint should be upheld and considered that the £50 already offered by British Gas was reasonable. I have set out my provisional findings below:

“We are an informal alternative to the court system. We do not regulate the insurance industry and we do not have the powers of a court to call and cross-examine witnesses under oath. Where there is a dispute about what happened, I base my findings on the balance of probabilities - in other words, what I consider is most likely to have happened, in the light of the evidence.

I have therefore considered all the evidence provided by both parties.

In order to determine that British Gas is responsible for the cost of repairing the ceiling and replacing the carpet in Mr I's property, I have to be satisfied, on the balance of probabilities, that the damage was caused primarily by something British Gas did wrong.

It is not in dispute that there was a leak already from both bedroom radiators when British Gas first attended on 6 December 2022. That is why the tenant asked British Gas's engineers to replace the valves while they were there to service the boiler.

The engineers have said the original valves were encrusted with limescale and there was a stain to the ceiling below the front bedroom at that first attendance.

The evidence of limescale would indicate that the valves had been leaking for some time. It seems to me likely that they would have been drip leaks but they were enough that the tenant noticed them and there can be little doubt that they would have been causing some damage to the property. It is impossible therefore to say with any certainty how much of the final damage had already occurred by 6 December 2022. British Gas is not responsible for any damage before 6 December 2022.

It is also not in dispute that the replacement valves were leaking and this would have also caused some additional damage but the dispute is about how much and why they were leaking.

Mr I provided evidence that the leak from the valves after British Gas replaced them was a more substantial leak through the ceiling by way of a video he says was recorded by the tenant on 8 December 2020. I have seen the video which shows water droplets emerging along a lengthy crack in the ceiling. It doesn't seem to be in dispute that this is positioned below the radiator in the bedroom.

Mr I has also provided emails between him and the letting agents, which supports that this video was taken on 8 December 2022, and that he and the letting agents discussed whether to get British Gas back out, as it seemed linked to the work it had done on 6 December 2022. One email dated 9 December 2022 says: *“The engineer also rectified the issue with the radiators by changing the valves. Please see the attached document left in the property. The tenants did however report that they came home to find water dripping from the ceiling in the living room, directly below the main bedroom. Please advise if you are happy for our engineer to attend to this urgently today or if you have your own contractor you wish to take a look.”*

It was agreed the letting agent would get British Gas back out to the property but it has no record of any contact from the agent.

Against this evidence, British Gas has provided call recordings which demonstrate that the tenant said they'd first noticed the leak through the ceiling on 11 December 2022.

I have listened to the call recordings provided by British Gas. In the first call on 10 December 2022, the tenant says there is a problem with the boiler not coming on automatically, as the boiler pressure is too high and she also mentions a leak on a radiator. The tenant says she has tried to bleed the system, to reduce the pressure, but is still having to turn the boiler on manually. The adviser booked an appointment for 21 December 2022 but said that if the boiler stops working completely, the tenant should call back and they can bring the appointment forward.

British Gas says it is significant that the tenant did not mention during that call that water had been leaking through the downstairs ceiling and that it would be reasonable to have expected her to mention this, if it had been leaking through the ceiling (to the extent shown in the video provided by Mr I) since 8 December 2022.

The tenant called back the next day, *i.e.* 11 December 2022, and said when she'd called the day before, she had thought the appointment on 21 December 2022 would be fine but she said she had just noticed that there is a leak from a radiator valve and the bedroom carpet is wet. She said she couldn't see the leak or where it is coming from and that water was dripping through the ceiling downstairs as well. British Gas therefore brought the appointment forward.

The tenant clearly states in the second phone call that she only just noticed the leak through the ceiling and on the carpet that day. This does cast doubt on the date of the video provided by Mr I. British Gas also says it has no record of a call on Mr I's behalf by the letting agent to report the leaking valves.

It is impossible for me to determine with certainty which evidence is correct.

I have no reason to doubt the date and time of the call recordings, as they are contemporaneous recordings but equally I have no particular reason to doubt the evidence provided by Mr I and his letting agents. But the evidence is contradictory.

British Gas says the engineer that attended on 12 December 2022 said there was a drip leak from the valves and patch of damp carpet around the radiator valves but not that they were completely sodden, or mouldy or damaged and there is no record of water through the ceiling at that attendance. It also says the engineer that attended on 6 December 2022 also confirmed there had been ceiling damage already. It does seem likely to me that if the valves were not tightened properly on 6 December 2022, any leak resulting from this could not have been substantial, as it would have been apparent to the engineer at the time, or apparent to the tenant sooner.

I also note that the tenant talked about bleeding the system as the pressure was too high. This could have caused a leak, if the water from the radiators was not caught. British Gas also says the bleed valves may not have been tightened properly afterwards which would also cause a leak. However, I have not seen any mention of the bleed valves leaking in the record of the attendance on 12 December 2022.

British Gas also says that if the pressure is too high it can cause leaks on otherwise sound joints like the thermostatic valves. British Gas also points out that if there was an uncontrollable leak since 8 December 2022, it should have been told sooner, so that it could have attended and could have prevented further damage.

Having considered everything, I do not think there is enough evidence for me to safely conclude that the leak reported to British Gas by [the] tenant on 11 December 2022 was solely as a result of anything done wrong by British Gas on 6 December 2022.

Even if I am wrong about this, there is no convincing independent evidence of the damage Mr I is claiming for. I have not seen any persuasive evidence the carpet needed replacing and could not have been cleaned, as it seems it was removed by the tenant without anyone else inspecting it. I have also not seen any evidence about the work required to the ceiling. And it would be impossible to say what damage was caused from 6 – 12 December 2022 and what might have been caused before that date. As stated above, it seems likely to me there was already damage as a similar leak from the radiators had been ongoing for some time before 6 December 2022 to have caused limescale on the valves and would have inevitably also have caused some water damage.

Given all of the above, I do not consider that the complaint should be upheld. British Gas made an offer of £50 compensation and I do not think it needs to do anything further.”

### **Responses to my provisional decision**

I invited both parties to respond to my provisional decision with any further evidence or information they want considered.

British Gas has not responded to my provisional decision.

Mr I has responded and provided another copy of the metadata from the video which he says verifies it was taken by the tenant on 8 December 2022. He says the data cannot be manipulated, so this should cover any concern about the date the second leak was first noticed. Mr I also says that his letting agent confirmed to him it would contact British Gas on 9 December 2022 and so he'd be surprised if that was not done.

With regard to the carpet, Mr I says his tenant has a flooring company and replaced the carpet from their existing stock and put the old carpet in the shed.

### **What I've decided – and why**

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

As explained in my provisional decision the evidence around the reporting of the second leak is conflicting. While Mr I says his agents confirmed it would contact British Gas about the leak reported to it by the tenant on 9 December 2022 there is no record of any such contact. The only evidence of British Gas being told of this leak is the recording of the call made by the tenant to British Gas on 11 December 2022.

While the agents told Mr I that it would contact British Gas it does appear it did not do so. I note that a later email from the agent to Mr I says the tenant had reported it to British Gas, which does rather support that the first notification of the leak to British Gas was the call made by the tenant on 11 December 2022.

The metadata provided about the recording is the same as previously on file. Mr I says this cannot be manipulated but British Gas says it could be from when the video was received and saved by another party. I cannot make any definitive finding about this on the evidence currently available to me.

Having considered everything again, the evidence around the date that the tenant noticed the leak remains contradictory. But I also still have no reason to doubt that British Gas was only notified of the second leak on 11 December 2022.

The date the leak occurred and was notified to British Gas is not the only issue. More importantly, it is about why the radiator valves were leaking.

I have considered all the evidence again. As stated in my provisional decision, if this leak was the result of the radiator valves not being tightened properly on 6 December 2022 then it seems to me the leak was likely not substantial, as it would otherwise have been apparent at the time to the engineer, or apparent to the tenant sooner. I remain of that opinion.

And again, British Gas says the engineer that attended on 12 December 2022 said there was a drip leak from the valves and patch of damp carpet around the radiator valves but not that they were completely sodden, or mouldy or damaged and there is no record of water through the ceiling at that attendance. It also says the engineer that attended on 6 December 2022 also confirmed there had been ceiling damage already.

The tenant had also said they'd bled the system, as the pressure was too high, which British Gas says could strain otherwise sound joints like the thermostatic valves.

No further evidence has been provided by either party around this issue. I therefore remain of the opinion that there is not enough evidence for me to safely conclude that the leak reported to British Gas by the tenant on 11 December 2022 was solely as a result of anything done wrong by British Gas on 6 December 2022.

In addition, it still remains that even if I am wrong about that, there is no convincing evidence of the damage Mr I is claiming for. He said in response to my provisional decision that the tenant left the old carpet in the shed but there is still no persuasive evidence that it needed replacing. Mr I also says the tenant replaced it with stock from his own business, which suggests there was no cost.

I have also still not seen any evidence about the work required to the ceiling. As explained in my provisional decision, it would be impossible to say what damage was caused from 6 – 12 December 2022 and what might have been caused before that date. As stated above, it seems likely to me there was already damage as a similar leak from the radiators had been ongoing for some time before 6 December 2022 to have caused limescale on the valves and would have inevitably also have caused some water damage.

Overall, I remain of the opinion that the complaint should not be upheld. British Gas

made an offer of £50 compensation and I do not think it needs to do anything further.

### **My final decision**

I do not uphold this complaint. British Gas Insurance Limited has already made an offer to pay £50 to settle the complaint and I think this offer is fair in all the circumstances. So I intend to make a decision that British Gas Insurance Limited should pay Mr I £50 compensation for the inconvenience caused by its handling of the claim, if it has not done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 27 September 2024.

Harriet McCarthy  
**Ombudsman**