

## **complaint**

Mrs L has complained that British Gas Insurance Limited won't cover the damage to her property. Mrs L believes that the damage wouldn't have occurred if British Gas' engineer had done his job effectively.

## **background**

The tenants living at Mrs L's property reported a leak coming from the ceiling of one of the bedrooms. Mrs L contacted British Gas and it sent an engineer the same day. The engineer inspected the loft area and water tank and said that there was no leak. He suggested that the water may have come through a leak in the roof during recent bad weather.

The next evening the ceiling collapsed in on the bedroom, causing damage to the room. A third party engineer was called out who replaced the water tank. Since then the leak has stopped.

Mrs L also says that a roofer attended the property and could find no evidence of a leak from the roof.

British Gas agreed to pay for the cost of the replacement tank and £50 as a gesture of goodwill, accepting that the engineer could've investigated the root cause of the leak further.

But it said in terms of the damage caused to the room, the contents of the room, repairs and the clean-up needed, this was caused due to a failure of the system and not its workmanship. So it was deemed consequential loss which it doesn't cover.

British Gas pointed to its policy which states:

*"We're not responsible for any loss of or damage to property, furniture or fixtures as a result of your boiler, appliance or system breaking or failing unless we caused it. For example damage caused by water leaks."*

Our investigator looked at the complaint and recommended that it be upheld. She felt that British Gas was responsible for the ceiling collapse. She asked Mrs L to confirm the costs she incurred. Mrs L told us that she had incurred costs of £840 plus she also wished to claim for damage to the bed which she hadn't yet replaced.

Mrs L provided invoices for all the costs bar the redecoration but the investigator said it was reasonable to assume redecoration would've had to have taken place.

In terms of the damage to the bed which was considered later, after looking at the photo's I felt that it would be repairable for £50 and Mrs L accepted this.

British Gas stance remained that the damage was caused by the failure of the system and not its workmanship so it wouldn't accept responsibility for it. And that Mrs L should be able to claim on other insurance for this.

## **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 agree with the outcome our investigator reached and for broadly the same reasons.

British Gas is relying on the policy terms to say it's not responsible for the damage. Essentially British Gas appears to be saying that as its engineer didn't do anything to the water tank, he cannot be responsible for its failure. The wording used is "*unless we caused it*".

A British Gas Engineer visited the property one day before the ceiling collapse and could find no leak from the water tank and attributed the water marks on the ceiling to an issue with the roof along with recent bad weather. The tenants were already of the belief that the problem was with the tank before the ceiling collapsed, a roofer could see no issue with the roof and a third party engineer saw that the water tank was leaking and replaced it. Since the tank has been repaired there has been no further leak.

From the evidence provided, it seems likely that a problem with the water tank caused the ceiling to collapse. British Gas seems to accept that its engineer could've done more but says it didn't cause the ceiling collapse. However, I disagree, I think on the balance of probabilities the engineer's mis-diagnosis of the leak did cause the ceiling to collapse. Had he noticed the leak, I think its repair would've meant that the ceiling collapse wouldn't have happened. So I think British Gas did cause it.

Mrs L has provided us with a breakdown of her costs with invoices for most of it. And I think the costs she is claiming are reasonable and realistic.

Mrs L also asked whether she could claim for a new bed, having looked a picture of the damage caused to the bed, I thought it looked like it could be repaired and suggested that £50 should cover this. Mrs L accepted this and so I've also added this to the award the investigator recommended. This brings the total claim to £890.

British Gas has said Mrs L ought to be able to claim on other insurance but I think she is entitled to claim under this plan, so whether or not she has other insurance that may cover the claim isn't relevant.

So it follows that I uphold this complaint, British Gas are responsible for the damage caused to Mrs L's property and should meet her claim for £890.

### **my final decision**

For the reasons explained above, I uphold Mrs L's complaint against British Gas Insurance Limited.

British Gas Insurance Limited should pay Mrs L £890 for the damage caused to her property.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 12 April 2019.

Simon Hollingshead  
**ombudsman**