

## **complaint**

Ms C complains about British Gas Insurance Limited's handling of her home emergency insurance claim, which she says led to damage to both her and her neighbour's properties.

## **background**

Ms C returned from holiday to find the shower pump at her property had failed. This resulted in water leaking into a neighbour's property. Ms C presented a claim to her home insurer for the damage caused to her property, for which she incurred a £350 excess charge.

Ms C contacted British Gas to request that it investigate the shower pump. British Gas sent an engineer to carry out an inspection in January 2013. British Gas declined to offer assistance as it considered the shower pump was not covered under Ms C's policy.

British Gas made a further visit around two weeks later, during which it was discovered that a zone valve connected to the water tank was faulty. This part was subsequently replaced and it was also noted by the engineer that a circuit board was obsolete.

Believing British Gas was liable for the shower pump failing, Ms C raised a complaint in which she requested that British Gas reimburse her the excess charge she had incurred regarding her home insurance claim.

British Gas did not agree with Ms C on the basis it considered its investigations had not found the shower pump had failed due to either a problem with the boiler or cylinder in Ms C's property, which were covered by the policy terms.

As Ms C remained unhappy, she brought a complaint to us. Our adjudicator did not recommend that Ms C's complaint be upheld. He was satisfied the terms of the policy clearly excluded cover for shower pumps and that there was insufficient evidence to conclude that the zone valve discovered to be faulty after the incident had led to the shower pump failing.

In addition, our adjudicator was not persuaded that British Gas had failed to discover an issue with the zone valve during the first visit inspection it carried out in March 2012.

Ms C did not accept the adjudicator's findings, so the complaint was referred to me to review afresh.

## **my findings**

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

Policies such as these are not intended to compensate consumers for the damage caused by a fault, such as a water leak. The policy terms generally – as in this case – set this out. That said, if we felt on balance the insurer was responsible for any damage, we would ask it to put the matter right.

British Gas initially informed Ms C it would be unable to offer assistance due to the shower pump not being covered by the policy under the following exclusion clause:

*"8.9 Plumbing Cover™ Exclusions*

*The following are not included in your Agreement... Repairing or replacing... shower pumps..."*

I am satisfied the policy exclusion is clear in specifically excluding shower pumps from cover and do not consider this clause to have been unreasonably applied by British Gas in this instance.

Accordingly, I have considered if there is persuasive evidence to demonstrate the shower pump failed as a result of a fault with the central heating system – which might be covered by the policy – or if British Gas failed to detect a fault during an earlier visit which could have foreseeably avoided the shower pump failing.

The evidence demonstrates to me that the fault with the zone valve was identified after the shower pump had failed. However, I do not consider this demonstrates on balance that either the zone valve was faulty prior to the shower pump failing or that the fault was the cause of the shower pump failing. British Gas has confirmed the two issues are unrelated.

I note British Gas first visited Ms C's property in relation to the policy in March 2012. This was to carry out a boiler service and I have considered whether there was any failure on its part at the time. Although I appreciate Ms C is dissatisfied, I am not persuaded from the available evidence that any faults were present at that time which were overlooked and which could reasonably be linked to the unfortunate failure of the shower pump in January 2013.

**my final decision**

For the above reasons, my final decision is that I do not uphold this complaint. I make no award against British Gas Insurance Limited.

Nimish Patel  
**ombudsman**