

complaint

Mr and Mrs M complain that British Gas Insurance Limited gave them poor service under a home care policy.

background

Mr and Mrs M called British Gas out many times under their HomeCare policy. Mr and Mrs M complained that British Gas failed to trace or to fix the source of a water leak – which caused a ceiling to collapse.

The adjudicator did not recommend that the complaint should be upheld. He did not conclude that British Gas was liable for the damage caused. He said the company did not cause the leak or the faults that led to the ceiling falling in. The adjudicator also said that British Gas had made a fair and reasonable offer.

Mr and Mrs M disagree with the adjudicator's opinion. They say that British Gas sent them a cheque for £200 but they sent it back.

my findings

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

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I have seen a British Gas HomeCare term as follows:

“7. General Exclusions that apply to all Agreements.

7.3 All other loss and damage.

Unless we cause it, we will not be responsible for any loss or damage to property as a result of your appliance or system breaking or failing, including any cleaning needed or damage to fixtures or furniture (for example, damage caused by water leaks).”

I accept that British Gas took many visits over many weeks before it identified the source of the leak as a split coil in the hot water cylinder. But it had been eliminating other possible causes of overflowing and leaking water.

I accept that – in the meantime – a ceiling collapsed. But I do not consider that British Gas caused the damage to Mr and Mrs M's property.

British Gas offered to pay them £200. Overall I do not conclude that it would be fair and reasonable to order it to do any more.

my final decision

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs M to let me know whether they accept or reject my decision before 13 February 2015.

Christopher Gilbert
ombudsman