

complaint

Mr A complains about British Gas Insurance Limited regarding a home emergency insurance claim he made concerning a leak in his kitchen.

background

In 2010 British Gas appointed an emergency plumbing firm to attend at Mr A's property in order to repair a leak from his washing machine. British Gas' records do not indicate any other work was carried out by British Gas or the appointed firm around that time.

Mr A, however, said his kitchen flooring was replaced by the firm due to the water damage caused. He contacted British Gas in 2013 and requested that the kitchen flooring be replaced again due to the concrete crumbling, which caused damage to the vinyl flooring.

British Gas declined Mr A's request as it did not accept that it had replaced the kitchen flooring at any time, or that it had caused the current damage to the kitchen flooring.

Mr A remained unhappy with British Gas' response and brought a complaint to us. Our adjudicator was of the opinion that this complaint should not be upheld. She considered there was insufficient evidence that British Gas had previously arranged for the kitchen flooring to be replaced. Even if there was evidence to support this, as British Gas had not caused the current damage to the flooring, it would not be responsible for the repairs under the terms of the policy. In addition, our adjudicator was not satisfied that the water damage Mr A said occurred in 2010 was due to British Gas. This was because British Gas had attended at Mr A's property following a report of a leak behind his washing machine.

Mr A remained unhappy, stating among other things that the adjudicator's views had been one-sided and that little account had been taken of the information he had provided, including the recollections of his sons and his neighbour.

As our adjudicator was unable to resolve the matter, 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.

To my mind, the starting point in considering this complaint is British Gas' policy terms. These expressly exclude liability for loss or damage to property caused by leaking including, for example, damage caused to furniture by water leaks.

Before I can reasonably hold British Gas responsible for the damage Mr A alleges it has caused, I would want to see persuasive evidence British Gas caused the leak or at least that it contributed in some way to the leak occurring or persisting. In cases such as this, where there is a dispute about what happened, we base our decisions on the balance of the evidence. That is to say, we consider what is most likely to have occurred in the light of the available evidence.

From the evidence I have seen, I am not persuaded that British Gas caused the leak or allowed it to persist. It seems the leak was noticed by Mr A before the attendance by British

Gas. On learning of the leak, it appointed a firm to attend and resolve the issue. I am satisfied the firm attended promptly once the problem was reported by Mr A. Between 2010 and his complaint of 2013, it appears Mr A did not contact British Gas regarding a recurrence of the leak.

Mr A states British Gas was responsible for his flooring being replaced following the leak in 2010. But I have not seen any compelling evidence that that was the case. British Gas denies replacing the flooring, as does the firm it appointed. In my experience, it would be unusual for a home emergency insurer to replace flooring or arrange for such work to be done when its policy terms would only require it to alleviate an emergency. A distinction should be drawn between the limited cover offered by a home emergency insurance policy, like the one Mr A held, and the wider cover invariably offered by, say, a household insurer.

In February 2014, Mr A told us he had discovered a previous claim had been settled by his household insurer at the time, regarding flooding in his kitchen. Mr A says he knows nothing about the claim and asks whether it was lodged by British Gas. I find it unlikely that British Gas would have been in a position to make a claim under Mr A's household insurance policy with or without his knowledge. Nevertheless, we have put this to British Gas and it denies any knowledge of, or involvement in, that claim. I see no reason to doubt what it says.

Mr A wonders whether the household insurance claim is relevant to his current complaint about British Gas and, in a sense, I believe it is. In my view, it is conceivable that the process of having his kitchen floor replaced, that Mr A and his witnesses recall, was undertaken by the household insurer and not with the involvement of British Gas. It may be that they are simply mistaken as to who was responsible for carrying out the work.

I am further led to this view by the fact that, in his letter to us of 20 January 2014, Mr A argued:

"The only home insurance cover was with British Gas... I had no other insurance cover whatsoever."

The above statement is not consistent with his letter the following month in which he confirms he held household insurance. It may be that Mr A suggests he was unaware he held household insurance previously or that British Gas arranged the cover for him. But I see no reason why British Gas would arrange such cover without his knowledge or, for that matter, how it could do so even if it wanted to. It may be that Mr A will want to make further enquiries of the household insurer that dealt with the claim, should he require further information about it – but that will be for him to take up.

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.

Nimish Patel
ombudsman