

## **complaint**

Miss L complains that – when she asked for help under a home care policy - British Gas Insurance Limited caused water damage to her home.

## **background**

Miss L called British Gas for help with her central heating. She later complained that it had caused an escape of water from a radiator.

The adjudicator did not recommend that the complaint should be upheld. She did not conclude that British Gas caused damage.

Miss L disagrees with the adjudicator's opinion. She says, in summary, that there was no damage until after British Gas had visited.

## **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 bear in mind Section 7.3 of the policy terms and conditions as follows:

“ ...  
*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 have seen a British Gas call note which is dated the same day as the visit about which Miss L later complained. The note says:

*“leak from rads lead to no h/hw”*

I have weighed this up against Miss L's statement that there was no leak until British Gas caused one.

Miss L has not provided sufficient detail to show what damage happened when.

Therefore I am not persuaded that British Gas caused any damage. And I do not conclude that it would be fair and reasonable to order British Gas to make any redress to Miss L.

**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 Miss L to let me know whether she accepts or rejects my decision before 16 February 2015.

Christopher Gilbert  
**ombudsman**