

complaint

Mrs M complains, through her daughter, that British Gas Insurance Limited is responsible for poor service in connection with her home emergency insurance policy.

background

Where I refer to British Gas I refer to the insurance company of that name and I include its associated plumbing and drainage company, engineers and others insofar as I hold that insurance company responsible for their actions.

Late on 12 August 2018 Mrs M contacted British Gas for help with a water leak that was damaging her ceiling. British Gas said it couldn't attend until the morning and it advised her to turn off the water supply. She contacted a third party plumber who isolated and emptied the cold water tank.

British Gas attended and thought there may have been a leak from that tank, so it ordered a new one. British Gas fitted the new tank on about 20 August 2018. Mrs M got the ceiling repaired.

Mrs M contacted British Gas again on 13 September 2018 because there was a second area of water damage to the ceiling. An engineer attended and repaired a compression tee in the loft.

Mrs M's daughter quoted that engineer as saying that the leak was hidden by insulation and had gone undetected in August so in September the ceiling collapsed nearer to the source of the leak.

She complained that British Gas should've found and stopped the leak in August 2018.

In a telephone call on 27 September 2018, a British Gas (plumbing and drainage company) call-handler made a goodwill offer that it would repair the second area of ceiling damage – the cost of which he estimated as £300-£400. But Mrs M's daughter and her husband rejected that offer.

In a final response letter on 31 October 2018 British Gas said it was sending Mrs M a cheque for £100.00.

our investigator's opinion

Our investigator recommended that the complaint should be upheld. He thought that British Gas could have handled things better and made the gesture of goodwill in its official final response. He recommended that British Gas should pay Mrs M £350.00.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mrs M and to British Gas on 22 January 2020. I summarise my findings:

The policy exclusion says that British Gas isn't responsible for damage caused by the leak from the compression tee.

And Mrs M hadn't shown that in August 2018 British Gas should reasonably have found the leak from the compression tee.

Subject to any further information from Mrs M or from British Gas, my provisional decision was that I wasn't minded to uphold this complaint. I didn't intend to direct British Gas Insurance Limited to do anything more in response to this complaint.

Mrs M hasn't responded to the provisional decision.

British Gas says it has nothing to add.

Therefore I see no reason to change my view.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mrs M had British Gas cover for her central heating, plumbing and drainage and home electrics.

British Gas has made reference to its policy terms. There is the following exclusion:

"Any other loss or damage

We're not responsible for any loss of or damage to, or cleaning of 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."

From what British Gas has said about mould, I find it likely that the compression tee had been leaking for some time before the two British Gas visits in August 2018. It didn't find that leak. But I can't say that British Gas caused that leak. So the policy exclusion says that British Gas isn't responsible for damage caused by that leak.

British Gas saw the area of ceiling damage in August 2018 and suspected that the tank had been leaking. Mrs M hasn't shown that British Gas was wrong about that. Indeed her complaint form indicates that after the replacement of the tank, the first area of ceiling dried out before it was re-plastered. And the invoice for that plastering is dated 12 September 2018. So I find it likely that British Gas had fixed a leak from the old tank.

Mrs M hasn't shown that in August 2018 British Gas should reasonably have found the leak from the compression tee some distance from the tank.

I've listened to the telephone call with the British Gas (plumbing and drainage company) call-handler on 27 September 2018. He offered a repair of the second area of ceiling damage – the cost of which he estimated as £300-£400. But Mrs M's daughter and her husband rejected that offer. The call made clear that the offer wasn't an acceptance of responsibility.

I've found that the policy exclusion says that British Gas isn't responsible for damage caused by the leak from the compression tee. And Mrs M hasn't shown that in August 2018 British Gas should reasonably have found the leak from the compression tee. Therefore I don't find it fair and reasonable to direct British Gas to pay any further amount to Mrs M.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct British Gas Insurance Limited to do anything more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 10 March 2020.

Christopher Gilbert
ombudsman