

complaint

Mr and Mrs F's complaint relates to British Gas Insurance Limited's handling of their home emergency insurance claim.

All references to British Gas include its appointed agents.

background

After noticing a leak coming from their loft, Mr and Mrs F contacted British Gas to attend. A British Gas engineer attended that day and diagnosed a faulty coupling joint on a pipe within the loft. This was a mains water pipe which fed a cold water storage tank. The engineer replaced the coupling joint, reinstated the water supply and tested the pipe work before leaving the property.

The next day, Mr and Mrs F explained that they returned home to find water flowing from their loft space. They immediately contacted British Gas and an appointment was made for the following day.

During this appointment, the British Gas engineer diagnosed that a mains water pipe had burst. This pipe was the entry feed to the expansion tank and had burst from the stop cock. This was causing a continuous flow of water so the engineer, according to his report, isolated the leak and drained down the system. Mr and Mrs F claimed he did no work.

Mr and Mrs F were told that British Gas would look into the damage that had been caused to their property following the second leak. In two letters following the second leak, British Gas admitted liability for the damage and told them it would consider paying compensation.

However, in a further letter to Mr and Mrs F, British Gas retracted its acceptance of liability stating that the second leak was on a different section of the pipe and the first engineer had not carried out work in that area. British Gas refused to cover any costs towards the damage to Mr and Mrs F's property as a result of the leak.

Mr and Mrs F complained about British Gas' refusal to cover the damage, and said they were unable to live in the property. They moved out of the property for eight months while repairs were carried out through their home insurer. Their home was also broken in to during this time and Mr and Mrs F felt this would not have happened had British Gas repaired the leak correctly on the first attendance.

British Gas wrote to Mr and Mrs F to confirm it would not be offering any compensation to them as it did not feel it had caused the second leak at the property.

As Mr and Mrs F remained dissatisfied with British Gas' response, they complained to us. During our adjudicator's investigations, British Gas offered to pay £250 compensation for the incorrect information given in the two letters when it accepted liability for the damage. It apologised for the confusion caused and said it should never have confirmed this so early in the claim. The adjudicator confirmed to Mr and Mrs F that he felt the offer was fair and reasonable given there was little evidence to show the first repair was connected with the second leak. He noted the second leak was due to a burst pipe and the first leak was due to a faulty coupling joint.

Mr and Mrs F disputed this, arguing the engineer told them, while at their property, that the coupling joint fitted on the first attendance was fitted too tightly and that this had caused a build-up of pressure which ultimately caused the pipe to burst.

my findings

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

My role is to focus on what I believe are the central issues of the complaint, rather than address all the issues one or both parties have raised.

The starting point in this instance is the policy wording. Insurance policies such as this do not generally provide cover for consequential loss caused by a claim. The terms of Mr and Mrs F's insurance policy reflect that approach:

“Unless we cause it, we will not be responsible for any loss or damage to property (including any cleaning needed) or any other type of loss caused by the system or appliance to which your Agreement relates breaking down or being accidentally damaged by you or leaking (for example, damage to furniture caused by water leaks).”

So before I could uphold Mr and Mrs F's complaint, I would need to be satisfied that the damage to their property was as a result of British Gas' actions, rather than as a result of the leak itself.

Mr and Mrs F say the British Gas engineer told them the second leak had occurred due to the coupling joint being replaced too tightly. Although I have carefully considered what they say, I have seen no evidence to support this in British Gas' file notes or elsewhere. The second engineer's report does not, to my mind, suggest in any way that the first engineer was at fault. As a result, I cannot say with any certainty that the second engineer's findings were as Mr and Mrs F claim.

At the heart of Mr and Mrs F's complaint is the issue of whether the first British Gas engineer fitted the coupling joint incorrectly, which left a pressure build up in the pipe and then caused the subsequent burst. British Gas has confirmed that its engineer fitted and tested the coupling joint during the first attendance and that, in its view, it was not the cause of the second leak.

This service generally considers that an insurer is entitled to rely on the expert, professional opinion of the engineer it has appointed to assess a claim. In this case, British Gas' engineer reported to it that the second leak was in a different area to the first leak. It believes the two incidents are unrelated. If a policyholder disputes the diagnosis made by an insurer's engineer then it is open for them to obtain an independent report to the contrary.

In the absence of such evidence from Mr and Mrs F, I do not find that British Gas was at fault for the subsequent leak or resulting damage.

I realise Mr and Mrs F were forced to move out of their home for a significant period of time and recognise that the subsequent break-in at their property was extremely distressing for them. Nevertheless, I am not persuaded on the available evidence that British Gas is responsible.

That said, British Gas' handling of the matter fell below Mr and Mrs F's reasonable expectations and the letters it sent admitting liability initially caused unnecessary confusion. I believe compensation is payable for the distress and inconvenience caused.

my final decision

For the above reasons, my final decision is that I uphold this complaint in part. I require British Gas Insurance Limited to pay Mr and Mrs F £250 in total as compensation, if it has not already done so, for the distress and inconvenience it has caused them.

Nimish Patel
ombudsman