

complaint

Mrs M complains that British Gas Insurance Limited should replace her carpet under a home emergency insurance policy.

background

The Financial Ombudsman Service has power to deal with consumer complaints against insurance companies and other regulated financial firms. We do not usually have power to deal with complaints against installers of gas boilers.

Where I refer to the insurer or British Gas, I refer to the insurance company by that name. And I include its claims-handlers and engineers and any others for whose actions I hold that company responsible.

For many years, Mrs M's boiler and the rest of her central heating system have been covered by British Gas home care insurance.

In December 2014 a company associated with the insurer installed a new boiler.

The central heating system suffered a number of faults. The insurer attended to it on several occasions.

In March 2018 Mrs M complained that the boiler leaked water onto a carpet.

After the complaint, more than eight weeks passed before British Gas sent its final response. It said its policy wouldn't cover damage to the carpet because it was consequential damage British Gas had not caused. But it said it was sending £100.00 to Mrs M's bank account.

our investigator's opinion

Our investigator recommended that the complaint should be upheld. She thought that the boiler faults and the insurer's failure to resolve them properly had caused damage to the carpet. So British Gas should be responsible. She didn't think the policy terms excluded British Gas from paying for the carpet. She recommended that British Gas should pay Mrs M the reasonable costs for having the carpet replaced.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mrs M and to British Gas on 24 October 2018. I summarise my findings:

I hadn't seen enough evidence to persuade me that British Gas caused the leaks in January 2015. So I didn't find it fair and reasonable to hold British Gas responsible for causing any such damage.

I found it likely that the leaking pipe had caused at least some damage before Mrs M called British Gas to fix it. And Mrs M hadn't given enough detail of what damage happened when.

I hadn't seen enough evidence to persuade me that British Gas caused the leak in January 2018. So I didn't find it fair and reasonable to hold British Gas responsible for causing any such damage.

Mrs M hadn't provided us with enough details of what she says happened. So I wasn't minded to find it fair and reasonable to hold British Gas responsible for causing a leak and damage in March 2018.

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 intended to make no order against British Gas Insurance Limited.

Neither Mrs M nor British Gas has sent us any new information or comments in response to the provisional decision. So I see no reason to change my view.

my findings

We don't have the legal power to look into complaints against boiler installers about the quality or durability of gas boilers. That is unless, exceptionally, an insurer has provided a new boiler free of charge as a benefit of an insurance policy. There's not enough evidence that the insurer provided Mrs M's boiler as such a benefit. So I don't think I can look into the quality or durability of her boiler.

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

Home emergency insurance usually provides urgent help to prevent damage (or further damage) or to make a home habitable again. Most home emergency policies don't cover the cost of putting right damage caused by escape of water. Such damage is normally covered by household buildings insurance.

Mrs M's British Gas policy had some general exclusions. One of those exclusions was as follows:

"Any damage that's covered by other kinds of insurance

*Your **product** doesn't include **repairing** or **replacing** any damage caused by extreme weather, flooding, structural issues, fire or explosions – or any other kind of damage that's normally covered by household insurance – unless your **product** specifically includes it.*

*If your **product** specifically includes anything that's also covered by your household insurance, we're only responsible for our fair share."*

I don't think Mrs M's British Gas policy specifically included damage caused by an escape of water. And that kind of damage is usually covered by household buildings insurance. So I don't think the policy covered such damage.

Another of the general exclusions was as follows:

"Damage caused by anyone but us

*Unless your **product** includes **accidental damage** we won't cover any damage you've caused.*

If anyone other than us carries out any work on your boiler, appliance or system and damages it, your cover doesn't include putting that right."

From the renewal letters, I find that Mrs M's policy covered accidental damage. But I don't think she caused any damage. And there's no evidence that any third party damaged her central heating system.

The exclusion implies that British Gas would put right any damage it caused. But I would find it fair and reasonable for British Gas to put right any damage it caused carelessly, whether or not the policy said so.

So I've thought about whether British Gas caused damage to Mrs M's boiler or her carpet.

Mrs M hasn't provided much detail of the visits from British Gas. But it kept business records. So I accept those records as accurate.

O 17 January 2015, British Gas recorded the following:

"...LEAKS AT BATHROOM RAD AND HALL RAD..."

So I find that – shortly after the installation of the new boiler - there were leaks from radiators in Mrs M's bathroom and hall.

I find it likely that those leaks had caused at least some damage before Mrs M called British Gas to fix them. And Mrs M hasn't given enough detail of what damage happened when.

I haven't seen enough evidence to persuade me that British Gas caused those leaks in January 2015. So I don't find it fair and reasonable to hold British Gas responsible for causing any such damage

On 16 January 2016, British Gas recorded the following:

"...TOP UP PRESSURE NO LEAKS..."

On 26 April 2017, British Gas recorded the following:

"...TOP UP PRESSURE CHECK RADS FOR LEAKS ALL OK..."

From those records, I don't find that there were any leaks or any damage in January 2016 or April 2017.

On 1 January 2018, British Gas recorded the following:

*"...REPLACE D/VAL CAT SMALL O'RING, D/VAL MOTOR +2X 2A FUSES.
REPRESS VES. REPIPED LEAKING CONDY..."*

From that record, I find that British Gas replaced a diverter valve and a diverter valve motor. I also find that a pipe (perhaps a condensate pipe) had leaked.

I find it likely that the leaking pipe had caused at least some damage before Mrs M called British Gas to fix it. And Mrs M hasn't given enough detail of what damage happened when.

I haven't seen enough evidence to persuade me that British Gas caused the leak in January 2018. So I don't find it fair and reasonable to hold British Gas responsible for causing any such damage.

On 19 March 2018, British Gas recorded the following:

"...REPLACED FAULTY WATER PRESSURE SWITCH..."

Mrs M complained shortly afterwards. But she hasn't provided us with enough details of what she says happened. So I don't find it fair and reasonable to hold British Gas responsible for causing a leak and damage in March 2018.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 20 December 2018.

Christopher Gilbert
ombudsman