

complaint

Mr V complains that British Gas Insurance Limited should carry out further work and pay him compensation under a home care policy.

background

Mr V suffered a leak in a central heating pipe under a floor. He complained that British Gas should move the pipe and repair his floor.

The adjudicator did not recommend that the complaint should be upheld. She concluded that British Gas had fulfilled its obligations under the policy.

Mr V disagrees with the adjudicator's opinion. He says, in summary that the leak may happen again.

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.

Mr V says British Gas installed the pipework in about 1997. But he has not said that it did so under an insurance policy. So I am not satisfied that the Financial Ombudsman Service has jurisdiction to consider any complaints about that installation. It follows that I cannot comment on the original routing of the central heating pipes – or their vulnerability to damage and leaks.

I have seen the policy terms including the following:

“7.3 All other loss and damage

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).

7.4 Making good

We will fill in any holes and leave the surface level if we have had to make access to your system or appliance so we could carry out a repair. However, we will not replace the original surface or construction (for example, redecoration)”

British Gas replaced the leaking section of pipe in the same location as it was before – bent over a rolled steel joist (RSJ). On balance I consider that it also re-laid the existing floor boards. I am satisfied that this fulfilled its obligations under the policy.

British Gas declined to re-route the pipe through the RSJ. But it offered an alternative re-routing free of charge.

I do not conclude that it would be fair and reasonable to order British Gas to carry out any further work or to pay any compensation to Mr V.

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 Mr V to accept or reject my decision before 18 March 2015.

Christopher Gilbert
ombudsman