

complaint

Mrs H complains that British Gas Insurance Limited (BG) mishandled her claim on a HomeCare policy.

background

Mrs H had a water leak in her garden and BG sent an engineer to investigate. But it declined to do a repair because the leak was on a shared section of the water supply pipe. The water company said that the repair was Mrs H's responsibility. But it agreed to carry out the repair free of charge.

The adjudicator recommended that the complaint should be upheld in part. He concluded that BG incorrectly declined Mrs H's claim. He recommended that BG should pay Mrs H £100 for distress and inconvenience.

BG disagrees with the adjudicator's opinion. It says the leak was located on a section of the water supply pipe which it considered a shared section – because its repair required the turning off of water to other properties.

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.

The BG terms and conditions state:

"8.8 Plumbing Cover

The following are included in your agreement:

- *Blockage, collapse or leakage of the mains water supply pipe from and including the stopcock in your Home up to where it is connected to the public or shared water supply pipe within the boundary of your property, if you are responsible for this."*

I have considered the phrase "*where it is connected to*" in the policy term quoted above. I consider that it is a reference to junctions of pipe. I accept that the position of stopcocks is relevant to the practicality of carrying out a repair. But I do not consider that it defines where pipes are connected.

Mrs H's garden became waterlogged because of a leak. BG sent an engineer to excavate and investigate. From Mrs H's photographs, I have seen earth piled against her shed – which is leaning. But the earth is piled at the front of the shed and the lean is not backwards but sideways. I am not persuaded that BG caused unreasonable damage to her property.

I find that the leak was within the boundaries of Mrs H's property. I consider that the water company was correct to say she was responsible for that section of pipe. And I am satisfied that the leak was downstream of the junction from which a branch of pipe served only her property.

Therefore I do not conclude that BG treated Mrs H fairly or reasonably by declining her claim.

In other circumstances Mrs H might have suffered the cost of repairing the leak. But in fact the water company fixed it free of charge.

But I do not doubt that BG put Mrs H to some trouble and caused her some upset by its response to her call for help. I consider that it has made this worse by its response to the adjudicator's opinion. Overall I consider that £125 is fair and reasonable compensation.

my final decision

For the reasons I have explained, my final decision is that I uphold this complaint. I order British Gas Insurance Limited to pay Mrs H £125 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs H to let me know whether she accepts or rejects my decision before 6 January 2015.

Christopher Gilbert
ombudsman