

## **complaint**

Mrs D complains about British Gas Insurance Limited's failure to diagnose a leak in her washing machine, as a result of which Mrs D says damage was caused to her kitchen.

## **background**

In March 2013, a British Gas engineer attended at Mrs D's property, in response to a report that her washing machine was making a rattling sound.

The engineer noted that the washing machine was spinning and that he could not find a fault. The engineer also said that he was unable to pull the washing machine out of its position and that Mrs D would need to arrange to make access to the washing machine on any future visits.

In June 2013, Mrs D contacted British Gas to complain that her washing machine was leaking and that this had caused damage to her kitchen. British Gas replaced parts in the washing machine but said, as no leak was apparent during the March 2013 attendance, it was not responsible for any damage caused to Mrs D's kitchen.

Dissatisfied, Mrs D brought her complaint to the attention of this service.

Our adjudicator did not recommend that Mrs D's complaint should be upheld and the matter has now been referred to me for final determination.

## **my findings**

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

I agree with a number of points which Mrs D has raised about British Gas' handling of her claim. Firstly, Mrs D says British Gas' engineer told her in March 2013 that the washing machine drum was not covered under the terms and conditions of her policy. However, I can find no limitation in Mrs D's agreement which excludes cover for the drum.

Furthermore, Mrs D has pointed out that British Gas' engineers had in the past made access to her washing machine. Under the terms and conditions of Mrs D's policy, if access is required to affect a repair, then British Gas is responsible for making this access.

Having said that, I am not persuaded that British Gas ought reasonably to have discovered a leak in March 2013.

Although I understand Mrs D believes the evidence which she has provided demonstrates that the leak was present in March 2013, the claim was reported as a noise in the machine; and not as a leak; it does not appear that a leak was visible or apparent at that time. I therefore see no reason why British Gas ought to have suspected that the washing machine was leaking or made investigations as to whether a leak was present in March 2013.

It is entirely possible that a leak was present when British Gas first attended. However, in light of the above and given the length of time that passed between the March 2013 appointment and June 2013 when the leak was discovered, it is also possible the leak started after March 2013, or that it could not reasonably be noticed in March 2013. Bearing

in mind that Mrs D needs to prove her claim, not just that each version of events is equally likely, I do not believe I can hold British Gas responsible for the damage caused to Mrs D's property based on the evidence I have.

**my final decision**

My final decision is that I do not uphold this complaint.

I make no award against British Gas Insurance Limited.

Christopher Tilson  
**ombudsman**