

## **complaint**

Mr L complains about the way British Gas Insurance Limited dealt with a claim under his homecare insurance policy.

## **background**

Mr L reported a leaking shower and British Gas sent engineers to inspect. The overall findings were that the shower was in a poor condition and had been leaking for some time. Water damage was noted around the shower area and a ceiling. But the engineer's view was that the staining had been there for some time. The shower trap was replaced. Further engineer visits showed the shower tiles were missing grout and the seals were in disrepair. These two things were allowing water to seep through.

Mr L says one of the engineers cut out the shower support and this led to the shower dropping which was the cause of the damage to the seals and tiles.

The adjudicator thought the evidence provided showed it more likely than not the shower was already in a poor state and thought British Gas had handled the claim fairly. She didn't think Mr L had provided sufficient evidence to support his view that an engineer had cut away the shower support and this was the cause of the leaking shower. Mr L disagreed.

## **my findings**

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

The policy covers a repair but not damage as a result of the leak. The evidence shows the leak had been happening for some time before British Gas first visited Mr L's property. The water staining was present when the engineer first visited and the staining shows it had been there for a period of time. In turn this strongly indicates a historic and ongoing leak. Photographs also show the poor state of the shower cubicle itself and staining to the side of the shower.

Mr L says the engineer cut away some support, and this is what allowed the leak, but I'm not persuaded. There's no other evidence other than what he says. And in comparison to what the engineers have said and the photographs provided I don't find it more likely than not British Gas caused any damage as a result of the original repair. In all the circumstances where I haven't found any wrongdoing by British Gas, it wouldn't be fair or reasonable to make any award against it.

## **my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 21 September 2017.

Sean Hamilton  
**ombudsman**