

## **complaint**

Mr C complains that British Gas Insurance Limited mishandled his claim on a HomeCare policy.

## **background**

Mr C suffered a leak of water from his loft. He called British Gas. But he also called private plumbers who attended very promptly. Mr C complained after a British Gas engineer rang to say he was on the way several hours later. British Gas later sent Mr C the £70 it said it would have cost if its engineer had attended.

The adjudicator did not recommend that the complaint should be upheld. She concluded that she could not ask British Gas to cover the costs of property repairs or replacement water tanks. She referred to the policy terms.

Mr C disagrees with the adjudicator's opinion. He says, in summary, that British Gas failed to attend and repair the leak. He paid his plumbers about £6,000, he says.

## **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.

I accept that Mr C suffered a serious leak which caused damage to his home. His letter to us said:

*“The leak continued from the time we arrived home at around 3pm and as soon as discovered, we made sure that all taps...were turned on to minimise the flow of water.*

*...my wife had also phoned the water board to turn off at the roadside which they did very promptly...*

*We arrived home about 3 pm and phoned our emergency British Gas...number...*

*I guess the plumber we phoned in the meantime must have arrived some 15 minutes later...”*

From what Mr C has said, I infer that the leak began - and some of the damage was already done - before he and his wife arrived home.

But – between them – they, the private plumbers and the water board acted promptly to minimise the damage.

The response of British Gas was less timely. But I am not persuaded that it could or should have prevented any of the damage.

The terms and conditions of the policy included the following:

*“7. General Exclusions that apply to all Agreements...*

*7.5 Risks normally insured under household or other insurances*

*Except and only to the extent specifically stated as included under your Agreement, we will not include the repairing of faults or damage or replacement of appliances or systems caused by freezing weather conditions...flood or storm. You should check your household insurance to make sure you have enough cover for these risks."*

I do not consider this to be unusual or unfair.

Mr C has referred to "burst pipes". And I have seen an estimate which refers to:

*"...your pipes freezing in the loft area and causing water damage".*

I conclude that – if its engineer had attended – it would not have been unfair or unreasonable for British Gas to decline to carry out a repair. Therefore I do not conclude that it would be fair and reasonable to order British Gas to pay for the repair of the pipework, replacement of water tanks or damage to Mr C's home.

From a screenshot it has supplied, I accept that it would have cost British Gas no more than £70 for its engineer to attend. Its final response said that it had sent Mr C a cheque for that amount.

Overall I do not conclude that British Gas treated Mr C unfairly or unreasonably.

#### **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.

Christopher Gilbert  
**ombudsman**