

complaint

Miss A complains that British Gas Insurance Limited caused a leak during a repair visit following her home emergency insurance claim.

background

In August 2012 a British Gas engineer attended at Miss A's property as she had no heating. During the visit, the engineer completed a repair but had to return a few days later to complete another repair, as the heating had failed again. During that visit the engineer also tightened the stop cock as there was a slight leak.

A week later Miss A reported a water leak and subsequent damage to her property. A British Gas engineer attended and tightened the packing gland on the stop cock, which resolved the issue.

Miss A has said that during the second engineer's attendance the engineer accessed the stop cock in order to turn off the water when repairing the central heating system. She considered that the leak had been caused by the engineer. British Gas said, during the second attendance, its engineer informed Miss A's son that the stop cock was leaking, and that it had been tightened. At that stage there was no issue identified with the packing gland.

As British Gas did not accept responsibility and declined to consider the cost of the damage, Miss A brought a complaint to us.

Our adjudicator was of the opinion that Miss A's complaint should not be upheld. Although he agreed the engineer would have accessed the stop cock during the second attendance, he did not consider it likely it would have been damaged in the process. This is because the engineer would have only needed to have turned the stop cock off, when replacing the filling loop in the central heating system, in order to complete the repair. Our adjudicator did not consider there to be sufficient evidence to support that turning the stop cock off and on resulted in the leak.

Miss A did not agree with the adjudicator's findings so the complaint was referred to me to review afresh.

my findings

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

Section 7.3 of the policy terms state:

"All other loss and damage

Unless we cause it, we will not be responsible for any loss or damage to property...caused by the system or appliance to which your Agreement relates breaking down or being accidentally damaged by you or leaking (for example, damage caused by water leaks)."

I recognise that British Gas should potentially be held responsible for any damage to Miss A's property resulting from its actions. The issue for me to consider, therefore, is whether British Gas can reasonably be held accountable for the damage in this instance.

It is far from certain as to what happened in this case. Miss A's account and British Gas' submissions are somewhat contradictory. Where there is a dispute about what happened, we base our decisions on the balance of evidence – that is to say, what I consider is more likely than not to have occurred in the light of the evidence.

I appreciate why Miss A feels British Gas caused the leak to her stop cock and I have noted what Miss A has told us about the comments made by British Gas' engineer to her son. But I must also have regard to the fact that the leak seems to have occurred around one week after the second engineer's attendance. It also seems to me that, unless the engineer used excessive force or the wrong tools, simply turning the stop cock off and on would be unlikely to result in a leak. I have seen no persuasive evidence the engineer acted in such a way.

Consequently, on balance I do not find that British Gas was responsible for causing the leak or any damage that resulted from it.

my final decision

For the above reasons, my final decision is that I do not uphold this complaint. I make no award against British Gas.

Nimish Patel
ombudsman