

complaint

Mr A complains that British Gas Insurance Limited caused water damage to his property following a repair under his insurance policy.

The circumstances of this complaint are set out in my provisional decision issued in January 2014 as outlined below:

background

Mr A holds a policy, underwritten by British Gas Insurance Limited.

In 2012, Mr A contacted British Gas in order to report a leak. A British Gas engineer attended at Mr A's property and replaced the side entry ball valve in the feed and expansion tank, due to a leaking overflow pipe.

Some days later Mr A contacted British Gas to report another leak. A British Gas engineer attended Mr A's property and located and repaired a leak on the feed to a cold water storage tank.

Due to the second leak Mr A's ceiling collapsed. He made a claim with his building insurer who covered the cost of building repairs. The cost of a replacement carpet was not covered.

Mr A contacted British Gas to complain as he considered that the second leak had been caused by the engineer who carried out the first repair. Mr A requested the cost of carpet and the buildings insurance excess payment be reimbursed to him. British Gas declined Mr A's request, and he therefore brought his complaint to this service for consideration.

Our adjudicator ultimately considered that the complaint should be upheld.

Our adjudicator was of the view that due to the close proximity of the two repairs, it was likely that the second leak was caused during the initial repair. Our adjudicator considered Mr A's description of the repairs, as well as the photographs he provided, to be more persuasive than British Gas' records.

British Gas disagreed with our adjudicator's view and maintained the repairs were not located near one another. Our adjudicator was not satisfied that this was the case due to the evidence provided by Mr A.

As our adjudicator was unable to resolve the matter, the complaint has been referred to me.

my provisional findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I am of the opinion that this complaint should be upheld, but the redress should differ from that the adjudicator offered.

There is conflicting information regarding the location of the repairs. In circumstances such as these I must refer to the information and evidence available to me, and must base my decision on what I consider is most likely to have happened in the circumstances.

I consider Mr A's description of the repairs, as well as the photographs provided, to be more persuasive than British Gas' records. Things might have been different had British Gas been able to provide the photographs they took, or a more extensive field report, but they cannot. Because of this I am of the opinion that the British Gas engineer possibly may have caused the leak. The small amount of time from the first visit to the second leak, to my mind, further increases the chances that the first repair somehow caused or contributed to the second leak.

On this basis I agree that Mr A's buildings policy excess of £100 should be paid by British Gas. The £537 for the carpet is more difficult. There is little indication why the carpet could not have been cleaned professionally at British Gas' expense rather than replaced. I have dealt with contents claims for carpets damaged by leaking water and collapsing ceilings and only very rarely, where actual penetration of the carpet backing has been caused, usually where the ceiling has continued falling down, into a deeper floor or floor void, can the carpet not be adequately reinstated by a professional cleaning firm. On this basis I am not prepared to ask British Gas to pay the £537.

I do think a contribution is in order and rather than ask each side to provide competing estimates from cleaning companies I feel it would be appropriate for British Gas to pay 50% of the cost of the carpet, this also acknowledges that under law it might be that Mr A would only be able to claim the cost of the carpet as it was just before the accident, not for a brand new carpet.

my provisional decision

My provisional decision is that I uphold this complaint.

British Gas Insurance Limited must;

- *Reimburse Mr A £268.50 towards the cost of his replacement carpet;*
- *Reimburse Mr A £100 for the cost of his buildings insurance excess*
- *Pay interest on the above amounts at 8% simple per annum from the date Mr A paid any bills (less tax if properly deductible) until the date of settlement.*

developments

Upon receipt, British Gas confirmed that it had nothing further to add.

Mr A wrote to us and explained that it was his decision to have the carpet replaced and that British Gas never offered to clean the carpet. Mr A had nothing further to add.

my findings

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

While I appreciate that British Gas may not have offered to clean the carpet, it was ultimately Mr A's decision to have the carpet replaced, in addition, sufficient evidence has not been provided to satisfy me that the replacement of the carpet was required.

my final decision

My final decision is that I uphold this complaint.

British Gas Insurance Limited must;

- Reimburse Mr A £268.50 towards the cost of his replacement carpet.
- Reimburse Mr A £100 for the cost of his buildings insurance excess.
- Pay interest on the above amounts at 8% simple per annum from the date Mr A paid any bills (less tax if properly deductible) until the date of settlement.

Christopher Tilson
ombudsman