

complaint

Mrs S complains that an engineer from British Gas Insurance Limited broke her bathroom window when he was at her home repairing a blocked toilet.

background

Mrs S has a British Gas insurance policy which covers various parts of her home. She made a claim for a blocked toilet and an engineer attended. Mrs S says the engineer broke her bathroom window when he opened it.

British Gas acknowledged that the engineer had opened the window to speak to a colleague outside, but it said he did so in a normal way and wasn't negligent. British Gas concluded the damage was 'wear and tear' – and said this was supported by the quote Mrs S had provided for a replacement window, which noted broken gearing.

Mrs S brought her complaint to this service. She said British Gas asked her to obtain the quote, so she thought it would be replacing the window. She also said the engineer hadn't asked if he could open the window; and he also didn't report the damage to British Gas at the time, despite her request he do so.

One of our investigators considered the complaint, but she didn't think it should be upheld. She explained that she didn't think it was likely the damage had been caused by a single incident – so she concluded it would be unreasonable to ask British Gas to pay for the damage.

Mrs S disagreed with our investigator, so her complaint has been passed to me for a final decision.

Mrs S says there wasn't *any* damage to her bathroom window before the engineer opened it, and she's questioned why the engineer didn't report the incident even though he had agreed to. She also highlighted that she has a similar window on her landing that's still in perfect condition.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. When the evidence is inconclusive, as it is here, I reach my decision on the balance of probabilities – that is, what I consider is more likely to have happened, in light of the evidence that is available and the wider surrounding circumstances.

Overall, I don't consider it unreasonable that the engineer opened the window in the room he was working, or that he didn't obtain permission from Mrs S before doing so given he wasn't aware there might be a problem. So for me to uphold this complaint I must be persuaded that, on balance, he caused the damage by opening the window in a way that's not designed, or by using excessive force – and that's not the case here.

I appreciate the point Mrs S makes about her landing window still being in working order, but given their locations I think it's likely that her bathroom window would have been opened on many more occasions than her landing window, so would have worn sooner. Therefore, I'm not persuaded by this point. I do understand her concerns that the engineer didn't report the problem to British Gas, but this alone doesn't persuade me he did something wrong. I'm more persuaded by the information detailed on the quote – which doesn't, in my view, suggest that the window was broken due to improper use.

So having carefully considered all the available information, on balance, I'm more persuaded that the gearing simply failed because it had reached the end of its lifespan – and the issue is likely to have occurred regardless of who opened the window. Therefore, even if the problem wasn't present before the engineer opened it, I can't reasonably decide that British Gas is responsible for the damage, or the repair costs.

my final decision

I'm sorry to disappoint Mrs S. But for the reasons explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 18 March 2019.

Vince Martin
ombudsman