

complaint

Mr N complains that British Gas Insurance Limited gave poor service under a home care insurance policy.

background

Mr N owned a property let to tenants. Leaking water caused damage to a ceiling and inconvenience for Mr N and the tenants. He complained that British Gas had failed to diagnose the leak.

The adjudicator didn't recommend that the complaint should be upheld. She wasn't persuaded by the available evidence that British Gas had been negligent.

Mr N disagrees with the adjudicator's opinion. He says, in summary, that the first British Gas engineer failed to find any leak – and the second engineer later did a poor-quality repair.

my findings

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

Where I refer to British Gas I refer to the insurance company by that name. I include its engineers for whose actions I hold it responsible.

The tenants reported that the central heating system was losing pressure. I accept that this may be a symptom of a leak.

The first British Gas engineer found no leak. But the second engineer did find a leak two weeks later. So I can see why Mr N thinks the first engineer ought to have found it before.

But the lady tenant says that – in the intervening two weeks – a mark had appeared on the ceiling and her partner had been in the loft. I think this confirmed that there was a leak and narrowed down the search for its source.

There's no expert engineer's opinion that the first engineer's acts or omissions fell below a reasonable standard. So I don't think it would be fair for me to find that the first engineer was negligent.

The tenant says the second engineer found a leaking "water-fill valve".

But the second engineer reported a leak from a magnetic filter – which he replaced. As British Gas has produced records and the tenant hasn't, I accept that the second engineer attended to a magnetic filter – not a water fill valve.

The tenant quotes the third engineer as follows:

"I am not surprised it has happened as it is plastic onto metal"

Mr N thinks this is a criticism of the repair done by the second engineer.

And Mr N had suffered (further) water damage to the ceiling – which cost him £200 to repair. I accept his statement that such a sum was under the excess on his buildings policy and so not worth a claim.

I also accept his statement that the tenant suffered inconvenience.

But there was a gap of over a month between the visits of the second and third engineers. And the third engineer reported a leak from a filling loop. There's no evidence that the filling loop is the same as or associated with the magnetic filter. I find it more likely that the second engineer was critical of the connection of Mr N's filling loop rather than the connection of the magnetic filter.

Again there's no expert engineer's opinion that the second engineer's acts or omissions fell below a reasonable standard. So I don't think it would be fair for me to find that the second engineer was negligent.

Overall I don't think it would be fair and reasonable for me to order British Gas to pay compensation or to do any more in response to Mr N's complaint.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 8 December 2016.

Christopher Gilbert
ombudsman