

complaint

Ms B complains that British Gas Insurance Limited caused damage to her shower booster pump when dealing with a claim under her home emergency insurance policy.

background

In July 2010, British Gas attended to a claim at Ms B's property and cleared an airlock, before fitting a new heating pump, cylinder and ball valve.

Shortly afterwards, Ms B noticed the shower and sink in the en suite bathroom of her spare bedroom were not working. In September 2010, when Ms B was arranging to rent her spare bedroom to lodgers, she contacted British Gas about the matter.

British Gas attended at Ms B's property and, after checking that all valves were open, identified that water was not going to the upstairs of the house. British Gas said the fault was possibly caused by a problem with the shower booster pump, which was not covered under the terms of Ms B's policy.

Ms B subsequently paid to have the booster pump replaced privately and made a complaint to British Gas before bringing the matter to us. Our adjudicator did not recommend that the complaint be upheld. He did not feel that there was enough evidence to show the damage was caused by British Gas.

Ms B said her private engineer led her to believe British Gas was responsible due to the power being switched on and off repeatedly by the engineer in July 2010. She said British Gas delayed in informing her that it had not caused the damage. Ms B said the pump was only six years old and should not have needed replacing at that stage.

my findings

To decide what is fair and reasonable, I have considered all the evidence and arguments we have been given about the complaint.

Insurance policies do not provide cover for every eventuality and British Gas' responsibility to carry out repairs is limited by the terms and exclusions set out in Ms B's policy. Her policy clearly excludes cover for the repair or replacement of shower pumps and so I am satisfied British Gas has no contractual responsibility for replacing Ms B's booster pump.

That said, I might be persuaded that British Gas should be liable beyond the scope of the policy if it is shown it caused damage to the shower booster pump when dealing with Ms B's claim.

Ms B believes British Gas should show it took reasonable care to avoid causing damage to her shower pump when it carried out previous repairs. However, Ms B alleges British Gas caused damage and I would need to see evidence of this on balance, for example by providing a report from an independent engineer, in support of her position.

British Gas says the replacement of the cylinder, heating pump and ball valve in July 2010 would have had no effect on the shower booster pump.

Ms B says she was told the booster pump could have been damaged by the power being turned on and off – which British Gas did on numerous occasions in 2010. Although I do not doubt what Ms B has told us, the private engineer who replaced her shower pump has not provided a report confirming this.

I have reviewed the comments from the manufacturer of the shower pump which Ms B has submitted, but I do not conclude from this that the pump required replacement as a result of British Gas' actions. Although the manufacturer states the average life of a booster pump is between 7 and 12 years, it is also noted that some pumps will last for less than 7 years, some for more than 12 years. It said some pumps will require maintenance in order to continue to operate effectively.

Whilst I appreciate Ms B's strength of feeling about this matter, overall, based on the information I have seen, I consider there is insufficient evidence for me to conclude that British Gas' acts or omissions caused damage to Ms B's shower pump.

As a final point, Ms B has questioned why British Gas did not deny responsibility for damaging the shower pump from the outset. British Gas' file indicates it wrote to Ms B in October 2010 setting out its position. As Ms B did not receive this letter, a further copy was sent in November 2010. British Gas issued its final response letter to Ms B's complaint in March 2011. It is unfortunate that Ms B did not receive British Gas' letters, and I cannot say why she did not receive them, but I am satisfied they were sent to Ms B at the correct address.

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