

## **The complaint**

Mrs N is unhappy with the repair that British Gas Insurance Limited carried out, following a claim she made under the HomeCare policy she holds with them.

## **What happened**

Mrs N says that one of her properties has been experiencing low water pressure since 2019. She says that she attempted to get British Gas to resolve the issue through her HomeCare policy, which covers certain water supply pipe issues.

Following several months of investigation and attempts to resolve the issue, Mrs N complained to British Gas. She was unhappy with the service she had received and that the matter hadn't been resolved.

British Gas responded to say that they had done all that was covered under her policy. Namely, replacing the water supply pipe that was within the boundary of Mrs N's property. However, they acknowledged this hadn't resolved the issue and identified that the problem was with the pipe feeding the property from the mains. They say it was situated in a shared access alleyway next to the property and is the responsibility of a third-party water company. They therefore said repair of it wasn't covered under Mrs N's policy.

British Gas did acknowledge delays, which they offered Mrs N £400 compensation for. They also said that they would consider damage to a kitchen cupboard if more evidence of it was provided.

Mrs N remained unhappy. She said it should have been made clear to her sooner, that the majority of the supply pipe wasn't covered under her policy. She doesn't think the offer compensates her sufficiently, considering the distress and inconvenience caused for over two years. She therefore brought her complaint to our service for an independent review.

Our investigator looked into it and she said that whilst mistakes had been made, British Gas had done what was required under the terms of the policy. She felt the offer of £400 was fair compensation. Mrs N replied to say that she should have been told sooner what was covered under the policy, allowing her to make alternative efforts to resolve the matter. She maintained that £400 wasn't enough considering the length of time taken, missed appointments and general inconvenience.

As no agreement was reached, the case has been passed to me to reach a decision.

## **What I've decided – and why**

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

Having done so, I agree with the outcome reached by the investigator. For these reasons.

Firstly, I have considered whether British Gas have met what is required of them, under the conditions of Mrs N's policy. The policy states that Mrs N is entitled to repair or replacement

of her *“water supply pipe from the boundary of your property to your home”*. British Gas hasn’t defined the word ‘boundary’ in its policy, so I have had to consider what is a fair and reasonable understanding in the circumstances.

Mrs N has accepted that British Gas have replaced part of the supply pipe up to the shared access pathway that is between her property and her neighbours. This hasn’t resolved the water pressure issue and British Gas (through their contractors) have identified that the issue must be in the pipework within the pathway up to the mains water supply. I am satisfied that this part of pipework isn’t covered within the policy. I say this because it sits outside the boundary of Mrs N’s home and the local water company are responsible for it. British Gas has done all that’s required of them, under Mrs N’s policy, to resolve the water pressure issue.

I have considered what Mrs N has said about not being made aware that the fault was likely to fall outside the boundary of her property and therefore outside the scope of her policy. British Gas has denied that it ever agreed to repair or replace the full pipe and I haven’t seen sufficient supporting evidence to conclude that they suggested this would be done.

British Gas also initially denied liability as it said the pipe was shared. So, I don’t think they led Mrs N to believe this incorrectly, meaning she didn’t resolve the problem sooner herself. However, this issue was first logged in 2019 and remained unresolved for an unreasonable amount of time. I can also see evidence through communications from Mrs N’s agent, that appointments were missed, and communications were not responded to. Whilst I appreciate that the ongoing pandemic caused significant delays during this time and British Gas have said that they needed to arrange access through a neighbour, I believe errors were made that have contributed to avoidable delays with this claim. And that this caused significant inconvenience to Mrs N, who wasn’t able to always attend due to health reasons.

British Gas has offered £400 compensation for this and I think that is a fair amount considering the above delays, not managing expectations, missing appointments and not explaining clearly what work had been done.

British Gas has also separately agreed to consider the cost for damage to a kitchen cupboard, that both parties seem to agree was caused by an attending engineer. However, British Gas say they haven’t been provided with enough evidence of this damage and cost of repair to compensate for this, and I agree with them. Should Mrs N feel that this issue is outstanding, she would need to contact British Gas to further discuss the matter.

In summary, I think British Gas have done what is required under Mrs N’s policy. The fault appears more likely to be from the pipework sitting outside the boundary of Mrs N’s property, and the responsibility of the local water company. However, I do agree that British Gas took too long to identify this and caused quite a lot of inconvenience in this time with missed appointments and not explaining clearly what they had done. I think £400 is fair, reasonable and proportionate compensation for the impact of this delay on Mrs N.

### **My final decision**

My final decision, is that the offer from British Gas Insurance Limited of £400 to compensate Mrs N for the distress and inconvenience caused, is fair and reasonable.

British Gas Insurance Limited should therefore pay Mrs N £400, if they haven’t already done so.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs N to accept or

reject my decision before 12 August 2022.

Yoni Smith  
**Ombudsman**