

The complaint

Ms M complains about how British Gas Insurance Limited handled a claim she made on her home emergency policy.

Any reference to British Gas in my decision includes the actions of its agents.

What happened

The background to this complaint is well known to both Ms M and British Gas. I won't repeat in detail what is already known to both parties. In my decision I'll mainly focus on giving the reasons for reaching the outcome I have.

Ms M had a British Gas 'HomeCare four' policy. This policy provided cover for boiler, controls and central heating cover - including an annual service, plus repair to plumbing, drains and home electrics.

In October 2021 Ms M had a leak at her property. She contacted British Gas who sent an engineer to investigate. The engineer found that the leak was ultimately caused by a shower pump and this wasn't covered by her policy. The engineer offered to isolate the pump to stop the leak. Ms M declined this offer and a number of further call outs took place.

Ms M was unhappy that British Gas didn't fix the problem and further damage to her property she says happened as a result. She raised a complaint about this, but British Gas didn't uphold the complaint and Ms M referred it to our Service for an independent review. Our investigator didn't recommend that the complaint be upheld and as Ms M didn't agree, the complaint has been referred to me for a final 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.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service. However, I've given careful consideration to all of the submissions made before arriving at my decision.

In her complaint referral to our Service, Ms M made a number of points about the general service provided by British Gas. I've not seen evidence that Ms M raised all of these points with British Gas and noted that the final response letter doesn't refer to all of these points. But for completeness, and because they fall under the broad category of 'the service provided when dealing with the claim' - I've addressed them in this decision.

My main consideration when reaching my decision is whether British Gas have fairly considered the claim – in line with the policy terms. As outlined above, I'll also be considering how British Gas have treated Ms M overall.

The declined claim

British Gas explained to Ms M in their final response letter that the issues with the leak weren't covered by this policy as the cause of the leak was a shower pump. The relevant term relied upon is listed under the policy exclusions:

"Showers and their parts, shower pumps.....

Any parts that are designed to boost your mains water pressure"

Therefore, British Gas fairly declined to cover the claim. It follows that any damage that occurred as a result of the leak wasn't covered under the policy.

Even if the policy were to cover the shower pump, there was an additional policy exclusion for faults existing arising out of installation. The evidence suggests that a separate visit took place by the pump's manufacturer, who advised that it had been incorrectly fitted and there was also an undersized cold water tank.

In their final response letter, British Gas explained that as the remedial work required wasn't covered under this policy it would be chargeable - but Ms M wasn't obliged to use British Gas engineers to carry out the work. From the engineer's notes, an offer was made to isolate the pump to prevent further damage to Ms M's property but it seems Ms M declined this. That was her own choice to make, but I still consider it a positive offer by British Gas.

I've noted that although Ms M has made reference to an issue of accidental damage for a damaged tap, I can't see that any visit has taken place regarding this issue or British Gas have considered this as part of her claim. I say this because a call note from 1 December 2021 stated:

"...eng did not show up broken tap not working, and due the on going issues she has not got of blockage in the bathroom sink does no want any more engs out not happy with the service..."

Ms M should speak to British Gas if this issue is still outstanding – before our Service can consider it.

I find that British Gas have fairly declined to cover the claim - in line with the policy terms.

The service provided

Ms M was also unhappy with the service provided by British Gas and wants compensation for an invasion of her privacy. Her complaint points include that engineers on behalf of British Gas took photos related to the claim without her permission and looked inside her property when there was no answer on 26 November 2021. Her testimony is:

"On one occasion they have admitted that a engineer has peaked inside my home and seen movement I am totally threatened with this behaviour of intrusiveness from a stranger which I have taken very offensively and invading my privacy without consent. On the other hand is no surprise as the engineer have taken photos of my property without consent or a signature to confirm my authorisation to do so."

The notes from the engineer state:

"26 November 2021 Attended property to no one answering door or phone. I saw movement about inside door but no one came to it."

There is no reference to an engineer walking around the property looking or peeking in - as has been alleged. As our investigator has already pointed out, this could simply have been the engineer describing observing shadows or light distortion from outside the property whilst waiting for an answer to the door.

Secondly, whilst I've not seen any photos taken, it's common practice that an engineer may take photo evidence of any call out for future reference – or simply to report back to British Gas that they've been to visit. This is particularly important where disputes arise about a claim not being covered.

I've seen no strong supporting evidence that British Gas - in the course of their engineer's visits, have delivered a service that could be fairly described as poor or that invaded Ms M's privacy.

Summary

On balance, I'm satisfied that British Gas fairly delivered an appropriate level of service when dealing with this claim. Multiple site visits were arranged. Some took place and other visits couldn't go ahead as there was no answer at the Ms M's property. Additionally, Ms M told British Gas she didn't want any more visits to her property. I can't hold British Gas responsible for that. Overall, I'm satisfied that British Gas tried to help Ms M - within the constraints of the policy terms.

I acknowledge that my decision will disappoint Ms M, but it brings to an end what our Service in trying to informally resolve her dispute with British Gas - can do for her.

My final decision

For the reasons set out above, I don't uphold Ms M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 22 August 2022.

Daniel O'Shea
Ombudsman