

The complaint

Miss M complains that British Gas Insurance Limited mishandled her claim on a home emergency insurance policy.

Where I refer to British Gas, I refer to the above-named insurance company and I include its plumbing and drainage company, engineers and others insofar as I hold British Gas responsible for their acts or omissions.

What happened

For the year from September 2021, Miss M had a British Gas HomeCare policy. That policy covered central heating breakdown, plumbing and drains and electrical cover. Each plumbing and drainage or electrical claim was subject to an excess or fixed fee of £60.00.

Miss M had a home with a kitchen upstairs with a downstairs toilet below it. On 4 May 2022, Miss M noticed water coming through the ceiling of the toilet. So at around 23:00, she called British Gas for help. At around 04:00 the next day, one of its engineers visited.

Later that day, Miss M complained to British Gas that it had given conflicting information about when the engineer would arrive, and that he hadn't communicated with her properly.

Within a few days, a manager visited Miss M. He said the policy didn't cover the leak. But he changed a rubber seal in the dishwasher isolation valve.

On about 9 May 2021, British Gas invoiced Miss M for the £60.00 excess.

By a final response dated 11 May 2021, British Gas apologised for the information it had given about the plumber's expected arrival time.

Miss M engaged her own electrician to inspect any possible damage and received an invoice for £102.00 dated 12 May 2021.

Miss M brought her complaint to us later in May 2021.

Our investigator said she wasn't able to look into the complaint points relating to the handling of Miss M's complaint.

Our investigator recommended that the complaint should be upheld in part. She didn't think that British Gas had treated Miss M fairly with regards to the initial engineer's visit. She recommended that British Gas should pay Miss M £100.00 compensation for the stress and inconvenience caused.

British Gas disagreed with the investigator's opinion. It asked for an ombudsman to review the complaint. It says, in summary, that:

- The engineer that attended has an excellent track record.

- It cannot get testimony from the engineer, as he is currently off, long term sick.
- An engineer wouldn't leave a property without saying that the leak had been fixed when he had successfully completed the repair.
- It acted more than fairly during the handing of the complaint and went above and beyond by sending a manager who fixed a dishwasher hose the policy didn't cover.

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.

The Financial Ombudsman Service is bound by the Financial Conduct Authority's dispute resolution rules. We deal with a consumer complaint against a regulated financial firm about regulated activities. Unfortunately, complaints-handling is not a regulated activity. So I can't investigate Miss M's complaint about the way in which British Gas communicated with her in dealing with her complaint.

A dishwasher is a kitchen appliance. Miss M didn't have kitchen appliance cover.

The British Gas policy terms include the following:

"Plumbing

What's covered

- All **repairs** to the plumbing system on your **property**, for example:
 - your hot and cold water pipes between your internal stopcock up to, and including your taps and garden taps and the flexible pipes to your kitchen appliances"

So the policy includes cover for repair to pipes up to and including the flexible pipes of kitchen appliances. I would expect to find an isolation valve on a cold water pipe probably upstream of the flexible pipe.

But the policy contained the following exclusion:

"What's not covered

*Showers and their parts, shower pumps, **sanitary ware**, spa baths, seals and grouting"*

Sanitary ware isn't relevant to this complaint. The use of bold type in the policy denotes that "sanitary ware" is the subject of a policy definition.

The exclusion mentions "seals". That's not the subject of a policy definition. So I must give "seals" its usual meaning in the context of plumbing.

I consider that the policy did cover a pipe to a dishwasher but not a rubber seal on a dishwasher isolation valve.

Miss M and British Gas have each said that it gave her conflicting information about when the engineer would arrive.

I've weighed up Miss M's evidence of what happened against the evidence from British Gas. Miss M was personally involved in the events in May 2021 and she has given a detailed and consistent recollection. British Gas has unfortunately not given an account directly from the engineer who visited during the night.

So I accept Miss M's recollection that the engineer didn't properly communicate the cause of the leak, what he had done or what needed to happen next. From what she's said, I find that Miss M was left worrying that the leak might recur.

British Gas tried to put things right by sending a manager. He changed a rubber seal that I've found was beyond what the policy covered.

As the policy required Miss M to pay the £60.00 fixed fee, I don't consider that British Gas treated her unfairly by sending her an invoice for that amount and chasing her for payment.

I find that British Gas had told Miss M that it wasn't necessary to call in an electrician. So I consider that it was her choice to get an electrician. The invoice doesn't suggest that the electrician found any issue. So I don't find it fair and reasonable to direct British Gas to reimburse the invoice of £102.00.

Putting things right

I've found British Gas responsible for shortcomings in its communication on the night of the leak. And I've found that the impact on Miss M was that she was left worrying. Overall I agree with the investigator's recommendation of £100.00 for distress and inconvenience.

I think that I should make clear that British Gas may set off or deduct the fixed fee of £60.00, leaving a balance to pay of £40.00.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct British Gas Insurance Limited to pay or credit Miss M £100.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 21 September 2022.

Christopher Gilbert
Ombudsman