

## **The complaint**

Mr and Mrs G are not happy with the way British Gas Insurance Limited (British Gas) has dealt with their claim under their home care agreement.

## **What happened**

Mr and Mrs G have a home care agreement with British Gas which covers repairs to the plumbing and drainage system in their home.

Mr and Mrs G made a claim under their policy as the lid to the cold water tank in their loft was broken. British Gas engineers attended and confirmed the lid was broken and that it needed replacing. British Gas accepted the claim but was unable to source a replacement lid as they are now obsolete. It offered to fix a plastic covering on top of the tank instead. Mr and Mrs G weren't happy with this solution as Mrs G has health issues and they were concerned about contamination of the water in the tank. They had covered the tank with an old piece of wood and had noticed a smell coming from the tank and debris inside the tank. They didn't think that a plastic covering would be safe.

As an alternative British Gas offered to reimburse the cost of a replacement lid if Mr and Mrs G were able to source this themselves.

Mr and Mrs G raised a complaint with British Gas. They said that if a replacement lid could not be found then British Gas should replace the whole water tank as it was not fit for purpose. British Gas didn't agree as the water tank itself was not faulty and that to replace it would be an upgrade. It referred to its terms and conditions and says it has offered a reasonable solution.

Mr and Mrs G didn't agree and brought their complaint to this service. Our investigator didn't recommend the complaint be upheld. She thought that British Gas had offered Mr and Mrs G a reasonable fix in line with the terms and conditions of their policy and that the water tank itself wasn't faulty. She didn't think that British Gas could be held responsible for the contamination of the water as Mr and Mrs G had declined the plastic covering and this had left the tank without a proper cover for some time.

Mr and Mrs G asked for an ombudsman's decision. They want a replacement lid and say that the cold water tank isn't functioning properly without one. They would be happy to source a replacement lid themselves if British Gas provide them with the specifications and where to purchase one. They say that the water contamination is due to the broken lid and the length of time British Gas has taken to resolve this issue.

## **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.

My starting point is to look at the terms and conditions of Mr and Mrs G's policy. The policy covers all repairs to the plumbing system which includes the cold water tank. It goes on to say that it covers "*a replacement of parts that we can't repair*". It says that replacements will be of "*similar functionality but not necessarily an identical make and model or type of fitting*".

Repair of the lid doesn't seem to have been an option. Mr and Mrs G haven't suggested it and the two British Gas engineers agreed that the lid needed to be replaced.

Mr and Mrs G say that they want the lid replaced with a new one. However, I can't expect British Gas to do something which isn't possible for it to do. I can see from British Gas's notes that it searched online for a replacement lid. It also contacted a large specialist company who advised that they would struggle to get a lid of the required size. So, I'm satisfied that British Gas has made reasonable efforts to source a new replacement lid. British Gas has also said that if Mr and Mrs G were able to find a replacement themselves it would refund the cost. I think this is fair – but I don't expect British Gas to tell Mr and Mrs G where to source one. If British Gas was able to do this, it could source the lid itself.

As British Gas hasn't been able to find a replacement lid, it has offered to make a covering out of plastic which it says it can secure over the water tank. The purpose of the tank's lid is to protect the water underneath and I've seen nothing to make me think that British Gas's solution won't do this - or that it's not safe. I do understand that Mrs G has particular health issues, but British Gas has said that it can make a safe and secure plastic covering which will protect the tank from contamination. As this will have similar functionality to a new replacement lid, I think that this is a fair offer under the terms of the policy.

British Gas have declined to replace the tank itself as they say this it is not faulty and therefore not covered under the policy. Mr G suggests that without a proper lid the water tank is not fully functional. I accept that the tank needs a lid to function properly, but I think that British Gas has offered a suitable covering that will allow the tank to do this. The policy doesn't say that the lid must be replaced with an identical one – only one with similar functionality. The policy also doesn't include any improvements or upgrades, and so I don't think it necessary for the tank itself to be replaced when a suitable covering is available.

Mr and Mrs G say that the water in the tank now produces an odour and that it contains debris. They would like British Gas to clean it. However, British Gas made its offer to cover the tank with a plastic covering at the start of the claim in September 2021, and this offer was declined. In the meantime, the tank hasn't been properly covered and I don't think it now fair to hold British Gas responsible for the condition of the water within it. British Gas has said that it will carry out a clean of the tank, but Mr and Mrs G need to be aware that there would be a charge for this as I don't think it's covered under the policy.

I'm sorry to disappoint Mr and Mrs G, but I'm not upholding their complaint. I think that British Gas's offer of fitting a plastic covering to the tank or reimbursing the cost of a new lid sourced by Mr and Mrs G is fair.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Mrs G to accept or reject my decision before 28 December 2022.

Elizabeth Middleton  
**Ombudsman**