

## **The complaint**

Mrs B complains that British Gas Insurance Limited (British Gas) hasn't fully reimbursed the costs she incurred from a third party for restoring her heating and hot water.

## **What happened**

Mrs B had her boiler replaced by British Gas. Mrs B was provided with a five-year warranty and she also already had a HomeCare insurance policy in place, which covered things such as repairs to the central heating system, plumbing and drainage.

Shortly after the boiler installation, Mrs B contacted British Gas to say she had no heating or hot water.

Different agents from British Gas attended. When British Gas' boiler agents attended they thought there could be a leak under the floor and directed Mrs B to her HomeCare cover. When they then attended, they said it wasn't a leak and was the boiler instead, referring Mrs B back to the previous area at British Gas.

Mrs B was passed between each area of British Gas several times. As the next available appointment for an in-depth leak detection was around a month later, Mrs B arranged for her own leak detection and consequent pipe repair, which restored her heating and hot water. Mrs B asked British Gas to reimburse the £2,404.20 costs she incurred.

British Gas didn't agree to reimburse the full costs as they said this wasn't covered by her policies. However, they did agree to reimburse £1,218.60 as a gesture of goodwill. They also offered £80 compensation. Mrs B was unhappy with this and approached this service.

One of our investigators looked into things. Initially she upheld the complaint and said British Gas should reimburse the full costs incurred by Mrs B. She also said Mrs B should be given a further £200 compensation.

British Gas didn't agree and referred to the policy terms and said that the cause of the leak wasn't covered. They said they'd already paid more than what was covered by the policy.

The investigator revisited things and her view of the complaint changed in part. She said that the policy terms didn't cover the repairs, so she didn't think British Gas needed to provide any further reimbursement. But she said that due to the lack of appointments and Mrs B being without hot water for an extended period, she was still recommending British Gas pay an additional £200 compensation.

British Gas agreed but Mrs B didn't. As an agreement couldn't be reached, the case was passed to me to decide.

## **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.

Whilst I appreciate it will come as a disappointment to Mrs B, I've reached the same outcome as our investigator later reached. I won't be directing British Gas to provide any further reimbursement, but I will be directing them to pay compensation. I'll explain why.

Mrs B had her boiler replaced. She already had a HomeCare policy which provided cover for things such as repairs to the central heating system, plumbing and drainage. Alongside the boiler replacement, Mrs B was also provided with a five-year warranty.

When Mrs B's boiler stopped working, she contacted British Gas for assistance. I can see that there was some disagreement between different areas of British Gas whether the issue was being caused as a result of the boiler, or a leak in the pipes below the floor. Each area referred Mrs B to the other for further investigation.

Ultimately British Gas said their agent would need to return to determine whether there was a leak via an in-depth leak detection investigation, but the next available appointment was over a month away. Due to Mrs B being without heating and hot water (and she already had been for a month), she arranged her own leak investigation shortly after. A leak was found and repaired, restoring hot water.

I can see why Mrs B arranged for her own investigations to be carried out, given the time it had already taken as a result of British Gas' internal dispute, and the time to the next available appointment.

Our investigator suggested British Gas should compensate Mrs B an additional £200 for this (and British Gas agreed), and I think that's fair and reasonable for this. So, I'll be directing British Gas to pay a further £200 compensation.

Mrs B paid £2,404.20 for leak detection and repairs. British Gas has reimbursed £1,218.60 of this as a gesture of goodwill. Mrs B says they should reimburse the remainder too.

When deciding whether British Gas should provide further reimbursement, I need to consider whether Mrs B incurred costs for works which otherwise should have been covered by British Gas under her policies. However, I've not concluded this should have been.

Mrs B's own leak detection report concluded:

*"The engineer was able to visibly locate the source of the leak. Chrome pipes were used in conjunction with chrome pipe, plastic push fittings cannot grip pipe as it is too (sic) hard and they tend to slip off(sic)"*

And they went on to do the following works:

*"Beading removed, laminate lifted, flooring cut and lifted. Chrome pipe replaced with copper pipe, where chrome pipe runs up to radiator compression fittings used, flooring screwed down, laminate refitted, floor beading refitted and door rehanged."*

So, this determined that the leak was as a result of plastic push fittings being incorrectly used on that type of pipe. This was under the flooring, which meant it needed to be accessed and the pipes replaced before having the flooring reinstated.

Both Mrs B's Homecare agreement and warranty explain:

*“Access and making good – getting to your boiler or central heating system to fix or service it, and then repairing any damage we may cause in getting access to it by replacing items such as cabinets or cupboards that we’ve removed and by filling in holes we have made and leaving a level surface – but we won’t replace or restore the original surface or coverings, for example; tiles, floor coverings, decoration, grass or plants.”*

And:

*“Getting access and making good*

*In addition to the costs of parts and labour, our insurance products and our non-insurance service and repair warranty products cover up to £1,000 including VAT for getting access and making good but this does not apply to the boiler which should be readily accessible for inspection and maintenance in accordance with the boiler’s manufacturing guidelines.*

*We won’t be responsible for repairing any pre-existing damage, nor will we replace or restore the original surface or coverings, for example, tiles, floor coverings, decoration, grass or plants.”*

Therefore, as the leak was under the flooring, putting the flooring right after repairs wouldn’t have been covered, so Mrs B would always have been responsible for that cost. And the gaining access is only covered where the actual leak is covered by the policy too, but I’m persuaded it was excluded. I’ll explain why.

When Mrs B had her boiler replaced, she was provided information which outlined that when changing to a pressurised heating system it can cause leaks on existing pipework. This also said that if pipes were accessible, they’d be sealed. But the pipe which did leak wasn’t accessible as it was under the bathroom floor.

And in Mrs B’s warranty and Home Care policy, it says:

*“Pre-existing faults*

*Your warranty doesn’t include the cost of repairing or replacing parts of your existing system that later develops faults, or compensating you for such faults that:*

- were already there when your boiler or system was installed, or were caused by anyone other than us when any change or additions were made to your boiler or system*
- we’ve told you about before and you haven’t fixed*
- we couldn’t reasonably have been expected to know about before, for example, faulty pipes that don’t have the correct protection, or which are buried under concrete floors;*
- prevent access because a part of your system has been permanently built over”*

And:

*“Pre-existing faults*

*Your products don’t include cover for any faults or design faults that:*

- *were already there when your boiler or appliance or system was installed;*
- *existed when you first took out the product*
- *we’ve told you about before and you haven’t fixed, or, if the work had been completed by a third party, where work, in our opinion, has not been completed to a satisfactory standard;*
- *we couldn’t reasonably have been expected to know about before, for example, faulty pipes that don’t have the correct protection, or which are buried under concrete floors”*

So, as the incorrect pipework connectors was a pre-existing fault with the original installation and fitting of the pipes, then this is excluded under both policies. So even if British Gas had been able to attend sooner (putting aside they weren’t responsible for reinstating the flooring or making access), repairing the leak still wouldn’t have been something which was covered either. Therefore, it would always have been Mrs B’s responsibility for fixing this too.

British Gas has paid £1,218.60 towards the costs as a gesture of goodwill. And as I’m satisfied that this is beyond what the policy terms covered, I’m not going to direct British Gas to provide any further reimbursement of the remaining costs Mrs B incurred.

Mrs B also said she isn’t sure why this wouldn’t be covered under the plumbing section of her HomeCare agreement. However, the above pre-existing exclusion applies to all sections of the policy.

**My final decision**

It’s my final decision that I uphold this complaint in part and direct British Gas Insurance Limited to:

- Pay Mrs B an additional £200 compensation

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs B to accept or reject my decision before 21 November 2023.

Callum Milne  
**Ombudsman**