

The complaint

Mr S has complained about how British Gas Insurance Limited (British Gas) dealt with a claim under a home emergency policy.

What happened

Mr S owned a rental property. He contacted British Gas to send an engineer to fix the central heating. When the engineer visited, he said a powerflush was required. The powerflush was carried out twice, but wasn't successful. British Gas then told Mr S he needed to replace his boiler and the pipework needed to be changed to a larger size.

Mr S arranged for his own plumber to look at the issue. The plumber said it wasn't necessary to replace the boiler or to increase the size of the pipework. The plumber replaced some radiators, removed some of the pipework and installed a magnetic filter. Mr S said British Gas should pay for these costs.

When British Gas responded to Mr S's complaint, it said it had given the correct advice about the pipework. It also said it had been advising the boiler should be replaced since 2016. It paid £165 compensation for the multiple visits, complaint handling delays and poor service. It also cancelled the invoice for the powerflush.

Mr S complained to this service. Our investigator upheld the complaint. She said British Gas should pay for most of the work carried out by the plumber. When British Gas replied to our investigator, it disagreed with the extent of the work to be covered and offered £487.50 for the radiators, valves, vents, system treatment and a day's labour. Our investigator considered this and agreed it was a fair offer and that British Gas didn't need to pay for the pipework or the magnetic filter.

Mr S said British Gas should pay for all the work carried out. So, the complaint was referred to me.

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 uphold this complaint. I will explain why.

British Gas has accepted that it should pay for some of the work carried out by Mr S's plumber. This was new radiators, valves, vents, system treatments and a day's labour. Mr S has said it should pay for all of the work. So, I've thought about this. British Gas told Mr S the pipework at the property needed to be increased from 15mm to 22mm. Mr S's plumber said increasing the pipework size wasn't necessary, but that it was essential to re-route the pipework, which he did.

The policy didn't cover pre-existing issues. Mr S's plumber said it was necessary to reroute the pipework. However, British Gas didn't install this pipework and wasn't responsible for

how it was routed. The way the pipework was routed wasn't a fault that developed. It was a pre-existing issue. So, British Gas wasn't required to replace the pipework as the policy didn't cover this work. It was an upgrade or betterment. Mr S also said British Gas should replace the magnetic filter. However, from what I can see this was preventative work rather than because the filter needed to be replaced to allow the system to function. So, I don't think British Gas needs to pay for this either.

I'm aware Mr S has also said British Gas should pay more because although it said it would cover one day's labour, the plumber had to travel back and forth to the property a lot. But I don't think British Gas needs to cover this. The plumber needed to visit the property to assess the issue and was doing other work at the property, such as the pipework. British Gas only needs to cover the labour for the time it took to do the work it has agreed to pay for. It has said this should have been a maximum of one day for the work involved, which I think is reasonable. So, I think British Gas' offer of £487.50 is fair in the circumstances and that it should pay this amount. It should also pay interest on this amount because Mr S lost use of the money.

I am aware Mr S was concerned by how long that it took British Gas to diagnose the issues and that the advice he was given, such as to replace the boiler, was later found to be wrong. When British Gas looked at the complaint, it agreed to cancel the invoice for the powerflush and paid £165 compensation. I think this was reasonable in the circumstances and fairly reflected the issues with how the claim was handled. So, I don't require it to pay anything further.

Putting things right

British Gas should pay £487.50 for work carried out at the property, plus interest

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require British Gas Insurance Limited to:

- pay Mr S £487.50 for the work carried out at his property
- pay 8% simple interest on that amount from the date on which Mr S paid the invoice to the date on which it makes the payment.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 6 December 2023.

Louise O'Sullivan
Ombudsman