

complaint

Mrs G is unhappy that British Gas Insurance Limited refused a claim under her Home Emergency policy. She complains of delay and poor communication and says the British Gas engineer misdiagnosed the problem.

background

I attach a copy of the provisional decision I sent to the parties on 7 July 2020.

In that decision I explained why I was minded to uphold the complaint, and what I thought British Gas should do to put things right.

Mrs G replied and said, in summary, that she didn't think the compensation was enough given that she was paying around £71 a month for the insurance policy. She said she thought the policy was effectively useless for a flat which had shared mains water.

British Gas sent me some further comments from its engineers. They said, in summary, that:

- they could have done the work if Mrs G had arranged to have the water turned off;
- they were unable to freeze pipes as their engineers weren't trained to do this and it would not be covered under the policy;
- they asked what difficulties Mrs G had had in contacting British Gas and why she arranged for a private plumber rather than raising another job with British Gas.

The matter has now been passed back to me for a final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Neither party has persuaded me to change my mind from my provisional decision.

The engineers have confirmed that they could have done the work if Mrs G had arranged to have the water turned off. I think that is more likely than not what would have happened if the engineers had correctly identified the problem and explained to Mrs G what she needed to do.

Mrs G asked for another British Gas engineer to be sent out, but this didn't happen. In the circumstances, and given the pressure Mrs G was under from the other parties involved, I think she had little alternative but to arrange for her own plumbers to attend.

So I think it's fair that British Gas should compensate Mrs G for the cost she incurred in employing alternative plumbers. And I think £500 for the trouble and distress she was caused is fair.

my final decision

I uphold this complaint.

British Gas Insurance Limited must now:

- pay Mrs G £912 to compensate her for the cost of employing her own plumbers; and
- pay Mrs G £500 for the trouble and distress she has been caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 18 September 2020.

Sue Wrigley
ombudsman

provisional decision
complaint

Mrs G is unhappy that British Gas Insurance Limited refused a claim under her Home Emergency policy. She complains of delay and poor communication and says the British Gas engineer misdiagnosed the problem.

background

The background to this complaint is set out at some length in our investigator's letter of 1 October 2019, so I won't repeat it all here.

Briefly, Mrs G owned a flat which was tenanted. On 22 September 2017 the Housing Association informed Mrs G that water was leaking from her property to the flat below and causing a stain on the ceiling.

Mrs G contacted British Gas to make a claim under her Home Emergency policy. The plumbing and drains part of the policy covered her for repairs to pipes within her property including leaks to internal waste water pipes and external soil and vent pipes.

The policy didn't cover shared drains. And there was a general exclusion from cover which said *"if we can't turn off the external water supply stopcock to your home to complete your repairs it's up to you to get your water supplier to turn it off"*.

After some difficulties (detailed in our investigator's letter) a British Gas engineer visited the property on 4 November 2017. Mrs G says the engineer telephoned her to say the leak wasn't coming from her property but from a shared mains pipe between the two flats.

Mrs G informed the Housing Association of this but, about a week later, it told her its own plumber had confirmed that the leak was from her property and not the pipe between the flats.

Mrs G then complained to British Gas. She asked if it would send out another engineer. And she asked for a copy of the engineer's report so she could show this to the Housing Association.

British Gas didn't send another engineer and Mrs G says she didn't receive a copy of the engineer's report.

In response to her complaint British Gas sent a final response letter dated 20 January 2018 in which it offered her £100 compensation. Mrs G didn't accept this because she didn't think British Gas had addressed all the parts of her complaint. On 7 March 2018 British Gas sent another final response letter in which is offered a further £150 compensation for *"wrong diagnosis and overall poor service"*. Mrs G didn't accept.

Mrs G then arranged for her own plumbers to attend. An extract from their report states:

"traced leak to elbow behind toilet removed toilet to access leaking pipe unable to shut off mains so had to freeze pipe and replace leaking pipework on removal of toilet found close coupled kit rotten and ball valve cross threaded and had been leaking replaced ball valve and close coupled kit re fitted toilet tested".

Mrs G then brought her complaint to us. Our investigator asked British Gas for some further clarification. It explained that its engineer couldn't do the repair because the main supply was shared, and he couldn't remove the toilet because he couldn't turn off the mains. It said that Mrs G's plumber had frozen the pipe in order to remove the toilet but that British Gas doesn't freeze pipes and so its engineer couldn't do the work.

In her letter of 1 October 2019 our investigator explained why she thought the complaint should be upheld. She recommended that British Gas reimburse Mrs G for the money she'd paid her own plumbers. She also thought it should pay Mrs G £500 for the trouble and upset she'd been caused.

British Gas didn't agree. It provided a response from its engineers in which they said they would have arranged a second opinion if Mrs G had asked for one and *that "under the policy we are unable to freeze pipework"* It also said it thought the costs charged by Mrs G's plumbers were excessive and more than it would have charged for private work.

Our investigator reviewed the case again. In an email to British Gas dated 27 January 2020 she explained that she still thought the complaint should be upheld. As well as her earlier recommendation she said she also thought British Gas should pay Mrs G for the re-decoration work she'd had done. The investigator thought this work wouldn't have been needed if British Gas had dealt with the leak promptly.

As agreement couldn't be reached the matter has been passed to me for a decision.

my provisional findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I largely agree with what our investigator has said. The timeline of events is set out clearly in her letter of 1 October 2019 and I'm persuaded by Mrs G's testimony that she had considerable difficulty in arranging for British Gas to visit. The claim was reported around 22 September and the engineer didn't attend until 4 November. During this time it's clear that Mrs G was coming under a lot of pressure from the other parties involved. This was causing her a great deal of stress. That's clear from the records of the telephone calls she made to British Gas and from her letters of complaint.

I'm also inclined to agree that the leak was coming from Mrs G's property and not from a shared pipe between the flats which is what Mrs G says she was told. Mrs G's own plumbers appear to have isolated and dealt with the leak from within her property.

There does appear to have been some confusion as to why the claim was refused. Mrs G says the engineer told her it was because the leak wasn't coming from her property. British Gas has described the problem variously as being with a *"shared drain"* and a *"shared main"* and has more recently clarified that it was because the engineer couldn't turn off the mains which were shared with other flats.

I've looked at the policy and I can't see that being unable to turn off the mains excludes cover under the policy. I can see that it does say that if the engineer is unable to turn off an external water supply to the property to complete repairs then it would be up to the policyholder to arrange this. But I don't think this was explained to Mrs G, or that she was given the opportunity to arrange a way of having the repairs carried out, perhaps though enlisting the help of the Housing Association.

Also, I can't see anything in the policy which says British Gas is unable to freeze pipes to carry out repairs. I appreciate that it might not do this as a matter of practice, but if that's the case I think it should have explained the issue of the shared water main and explored with Mrs G the options for having the repair done.

I also note that the British Gas engineer says it would have arranged a second opinion if Mrs G had asked for it. But in her letter to British Gas dated 5 December 2017 Mrs G asks, *"will you send out another engineer to check your engineer was right"* It doesn't appear that Mrs G received a reply to this question and no further visit was arranged.

Taking all this into account I'm inclined to think that British Gas didn't deal with this claim well. There were delays and poor communication and it hasn't satisfactorily explained why it thinks the claim wasn't covered under the policy.

So, overall, my provisional view is that our investigator's recommendation that British Gas should reimburse Mrs G for the cost of employing her own plumbers was reasonable. I've noted British Gas's comments about the costs being higher than it would have charged for private work but the aim is to make sure Mrs G isn't left out of pocket, so I think it's fair that British Gas reimburse her the amount she's paid. I don't think the costs were so high that it wasn't reasonable for Mrs G to pay them.

I also think the recommendation of £500 compensation for distress is reasonable in this case. Mrs G was clearly put to a lot of trouble trying to sort this out and she was under a lot of pressure from the other parties concerned. I think it's clear from her contact with British Gas that she was very distressed by the whole episode.

Where I depart slightly from our investigator is that I don't think I can reasonably ask British Gas to cover the cost of the redecorating. Whilst the policy covers "*making good*" including filling and plastering, it specifically excludes redecorating.

The invoices Mrs G has supplied refer to re-tiling behind the toilet and new wallpaper. I think it's likely that this work would have been needed even if the claim, and leak, had been dealt with promptly. And I think they are what would typically be regarded as decorative finishes and not included within the scope of the policy. It may, of course, be that Mrs G has other insurance which would cover this aspect, but I don't think I can fairly ask British Gas to pay for it.

my provisional decision

British Gas Insurance Limited should:

- pay Mrs G £912 to compensate her for the cost of employing her own plumbers; and
- pay Mrs G £500 for the trouble and distress she has been caused.