

## **complaint**

Mrs B has complained about the way British Gas Insurance Limited handled a claim made under their home emergency insurance policy.

## **background**

Mrs B holds a HomeCare policy with British Gas, covering a property she owns with Mr B in the Isle of Wight. It provides breakdown cover for their boiler, amongst other things.

On 14 February 2018, Mr and Mrs B say the heating at their property stopped working. They contacted British Gas about this and an appointment for an engineer to attend their property was arranged for the same day. But, Mr and Mrs B say the engineer didn't turn up so another one was arranged for the following day. On 15 February 2018 the engineer attended; he inspected the boiler but advised it couldn't be repaired. So he ordered a new part, which was due to arrive on 2 March 2018.

On 23 February 2018, Mr and Mrs B attempted to contact British Gas and its engineer but couldn't get through. They wanted to talk about warnings of adverse weather conditions that were predicted.

British Gas said the part didn't arrive on the day it was meant to because of the adverse weather. During this time, Mr and Mrs B say a pipe burst and caused damage to their property. Repairs to the boiler were carried out on 7 March and 9 March 2018. But Mr and Mrs B complained to British Gas about the delays and said it should repair the damage caused by the burst pipe.

British Gas offered Mr and Mrs B a total of £100 for the engineer missing their first appointment, the delay in the arrival of the fan and the lack of contact on 23 February 2018.

Mr and Mrs B remained unhappy and referred their complaint to our service. They thought they should be compensated for the repairs they'd needed to carry out.

Our investigator upheld the complaint. He said British Gas should've done more to prevent the pipe burst during the engineer's first visit. He thought if the repairs had been carried out sooner, the pipe burst could've been avoided. So, he asked British Gas to pay an additional £500 to Mr and Mrs B for the costs they incurred for repairs and the general trouble and upset they experienced.

This was accepted by Mr and Mrs B. But, British Gas didn't agree with the investigator's findings, so it asked for an ombudsman's review. It says it couldn't be held responsible for the burst pipe and the resulting damage.

Another investigator reviewed the complaint before an ombudsman considered the matter. He didn't think British Gas could be held responsible for the burst pipe as it was due to circumstances beyond its control; the availability of parts and the weather conditions. So, he didn't think British Gas should pay any compensation in excess of the £100 it previously offered, which he thought was fair to reflect the inconvenience of the first missed appointment and lack of contact. But, as Mrs B's policy covered for repairs to plumbing, he thought it would be fair for British Gas to consider a retrospective claim for this. He said it was understandable Mr and Mrs B didn't ask British Gas to carry out the repairs given their previous experience, but as this was part of the cover they'd paid for, it was a fair resolution.

British Gas didn't agree. It said Mr and Mrs B hadn't contacted them about making a claim for the burst pipes. It also said the policy didn't allow for cash payments in lieu of repairs.

Mr and Mrs B were unhappy with the investigator's findings. They said British Gas should keep parts on the Isle of Wight so as to avoid any delays with repairs.

As no agreement could be reached, the complaint has been passed to me to make 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. Having done so, I'm upholding this complaint in part.

#### *the breakdown of the boiler*

British Gas says it does not store any boiler parts on the Isle of Wight. Nor do any of its engineers live on the island. It says when engineers order parts for customers living on the Isle of Wight, the date of delivery is dependent on the availability of the item on the mainland. So, if an item is not available at the time of order, delivery of it will be delayed.

On 15 February 2018, the engineer that attended Mr and Mrs B's property determined that a new fan was required for their boiler, which he ordered. But, the fan was not in stock on the mainland so it needed to be ordered from the supplier. Delivery of the fan to the Isle of Wight was scheduled on 2 March 2018. Unfortunately, the fan didn't arrive on this date and the day before, a pipe burst causing damage to Mr and Mrs B's property.

I've considered the terms and conditions of Mrs B's policy which say:

#### *'Reasonable timescales*

*We'll carry out any repairs or visits you're entitled to within a reasonable time, unless something beyond our control makes that impossible – in which case we'll let you know as soon as possible and give you another time when we can visit.'*

Mr and Mrs B say that British Gas should've been able to repair their boiler on 14 February 2018 when the engineer first attended. But as I've explained above, the part wasn't available either on the Isle of Wight or the mainland. So, it needed to be ordered. In addition, the fan didn't arrive on the Isle of Wight on 2 March 2018 because the ferry due to transport it didn't run. This was because of severe adverse weather conditions.

I think both of these circumstances were beyond British Gas' control. I wouldn't expect British Gas to have each and every part available for the range of boilers it services. It also took the supplier of the part two weeks to provide it – British Gas didn't have any control over this. I also don't think the part could've been delivered to Mr and Mrs B before their pipe burst because of the weather conditions.

In light of the above, I don't think I can fairly say British Gas is at fault for the burst pipes.

I'm also mindful that Mr and Mrs B could've taken steps to avoid the damage. They were aware of the adverse weather predicted and were concerned enough to contact British Gas about it. They've told us that they'd managed to contact the engineer and mentioned they were concerned about the pipes freezing because the heating had been off for some time. So, given they were aware of the risk and knew that British Gas couldn't attend the property before 2 March 2018, I think they ought to have taken some steps to avoid this such as turning the water off and/or draining the system.

*poor customer service*

I accept that the engineer failing to keep his first appointment of 14 February 2018 caused Mr and Mrs B inconvenience. Mr and Mrs B say this happened before and British Gas was aware of how to find their property. So, the engineer should've been able to attend on that day. But I don't think it had a more significant impact as he still wouldn't have been able to repair the boiler that day.

I also think a poor service was provided when Mr and Mrs B tried to get in touch with British Gas on 23 February 2018 and on the days after. But Mr and Mrs B have said they were able to get in touch with the engineer, who advised the part wouldn't be available until 2 March 2018, so he couldn't visit the property earlier than that date. So, whilst this was inconvenient, the boiler wouldn't have been repaired sooner if they'd been able to get in touch on 23 February 2018 as it was always dependent on the availability of the part. For these reasons, I'm satisfied that British Gas' offer of £100 fairly reflects the trouble and upset these service issues caused Mr and Mrs B.

*claim for burst pipe*

Looking at Mr and Mrs B's policy, I can see that they're covered for repairs to their plumbing system. On the face of it, it appears that a burst pipe is an insured event under their policy. With that in mind, I think it would be fair if British Gas allowed Mr and Mrs B to make a retrospective claim against their policy for the pipe repairs they carried out.

I appreciate what British Gas has said about the policy terms not allowing for cash payments in lieu of repairs. And I would agree that if the repairs hadn't already gone ahead, British Gas should be given the opportunity to carry out the repairs. But in this case, Mr and Mrs B arranged for the repairs themselves. When asked why, they said they were unhappy with the overall service British Gas had provided so didn't wish to make a claim at the time. I can understand this given the service issues that I've discussed above. So given the circumstances of this complaint, I think it would be fair for British Gas to make an exception as this is cover Mr and Mrs B have paid for. So, it should consider reimbursing Mr and Mrs B for the repairs made to their plumbing, in line with the repairs and costs it would've covered if Mr and Mrs B had made a claim at the time.

I know Mr and Mrs B will be disappointed with my decision. But for the reasons given above, I think my decision provides a fair resolution to their complaint.

**my final decision**

For the reasons set out above, I'm upholding this complaint in part.

I direct British Gas Insurance Limited to consider a claim for repairs to Mr and Mrs B's plumbing under the remaining terms of their policy.

British Gas Insurance Limited should also pay Mr and Mrs B £100 for the trouble and upset caused by the service issues if it hadn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs B to accept or reject my decision before 16 December 2018.

Hannah Wise  
**ombudsman**