

## **complaint**

Mrs D has a Homecare Agreement cover which is a boiler policy. Mrs D is unhappy with the way British Gas Insurance Limited handled a claim on her policy.

## **background**

My references to British Gas include its engineers, and others, it appointed to handle this claim.

Mrs D's Homecare plan covers her tenanted property. It includes an annual service, boiler repair, central heating system, plumbing and drains, and home electrics cover.

Mrs D made a claim under her policy towards the end of September 2018, because she'd been told there was a water leak. British Gas sent a central heating engineer in October 2018, but he couldn't find a leak. They agreed to monitor the situation.

As the leak continued, Mrs D contacted British Gas again. Although it arranged to send an engineer, it failed to attend three times. British Gas acknowledged this and offered £30 for the poor service and a subsequent appointment was made but again no one came.

After Mrs D chased the matter several times, British Gas attended and said the issue was with the shower. Mrs D wasn't confident in the diagnosis as her tenant hadn't used the shower for over a week. Mrs D asked for a senior plumber to attend for a second opinion.

Keen to resolve the issue Mrs D's son in law opened the ceiling, and made a hole in the wall, to find the leak. A British Gas engineer subsequently attended and said the shower cartridge was cracked which was causing the leak. British Gas said that the problems with the shower weren't covered under the policy, but it would fix the problem on the basis that any repairs carried out would be paid by Mrs D. British Gas couldn't source the repair part, so Mrs D arranged to source the part herself.

Mrs D bought the part and took it to her property, but British Gas said it couldn't provide her a plumber. She called several times but then arranged for a private plumber to attend. The plumber diagnosed the fault as being with the washer, in the tap in the shower, and not the shower cartridge. He resolved the issue within five minutes.

Mrs D complained and asked British Gas to reimburse her for:

- the fuel costs she incurred travelling to and from the property
- the cost of the shower cartridge part she didn't need
- one week's rent, refunded to her tenant, as he was unable to live in the property
- compensation for the repairs to the ceiling, wall and replacement washer

This totalled £1105.54. Mrs D also explained how her husband was going through significant medical treatment, during the claim, and British Gas added to the stress she was already experiencing.

British Gas offered to pay £300 which included the cost of repairs and parts, as well as the inconvenience caused to Mrs D. Although British Gas offered to refund the cost of repairing the wall, they said they wouldn't cover the cost of the ceiling as this was already damaged.

After Mrs D referred her complaint to our service, British Gas raised an objection to our service considering the case. It said when the engineer diagnosed the leak, as coming from the shower, it wasn't covered under the policy and any subsequent repairs were chargeable. As Mrs D agreed to pay, it said her complaint was about the delays in carrying out this chargeable work, which wasn't an insurance product. They said her complaint should be referred to the Utilities ADR.

#### *What our investigator thought*

Our investigator said the repair wasn't covered under the policy because the policy terms excluded the shower and all the parts connected to it. Whilst Mrs D said the washer was connected to the pipes and not the shower, the investigator disagreed. He thought the shower wouldn't work properly without the washer, so he felt the washer formed part of the shower. For those reasons, he thought it was excluded from the policy and the repairs weren't covered.

He also said he couldn't consider anything that happened after British Gas confirmed the repairs weren't covered by Mrs D's policy, and when she agreed to pay for any further work needed.

Finally he felt £300 was a fair amount to reflect the poor service Mrs D received from when British Gas was first notified of the claim, until the point they confirmed the claim wasn't covered under the policy.

Mrs D asked for the matter to be referred to an ombudsman. She said the offer of £300 wasn't enough for the poor service she received. She also said the repairs should be covered under her policy because she felt the washer was connected to the pipe and not the shower itself.

#### **my findings**

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

Mrs D has two main issues. She believes the repairs should be included as part of her policy and that she should be compensated reasonably for the poor service she received from British Gas.

In terms of whether the repairs were covered under her policy, Mrs D's policy wording says the following under what's not covered:

*"We don't repair or replace showers and their parts, shower pumps, sanitary ware and sealant"*

I appreciate what Mrs D has said regarding the washer and why she feels it's connected to the water pipes and not the shower itself. The shower wouldn't function effectively if the washer connected to the pipe and shower wasn't there, so I think it's reasonable to say that the washer is actually connected to the shower. So under Mrs D's policy cover, under terms, I'm satisfied that the washer would be considered as "*shower and their parts*" and it would be excluded from the policy.

I also appreciate what Mrs D has said about how British Gas should've realised earlier that the issue was specifically with the washer in the tap. Because had this been done, she feels it would've mitigated some of the work carried out to the property.

However, I can see that British Gas sent two engineers who both said that the issue was with the shower when they came to visit on 24 and 26 October. I can fully understand why Mrs D involved her son in law to try and resolve the issue. But, as the initial engineer had already said the issue was with the shower, which was prior to Mrs D having any work carried out, I'm satisfied that there was a strong possibility that any work undertaken wouldn't be covered based on the exclusions of her policy.

Even when Mrs D said she wasn't confident with the initial engineer's diagnosis, British Gas agreed to send a second engineer, who also confirmed the issue was with the shower. So whilst in the end the independent plumber fixed the issue, specifically with the washer, this was still in relation to the shower which wasn't covered under the policy. And even if this was discovered earlier, it wouldn't have been covered in any event under the terms of her policy.

In terms of service, I agree there have been several service issues, and Mrs D suffered a lot of trouble and upset, particularly in view of her husband's ill health.

I can see initially British Gas realised it made mistakes with the missed appointments, and gave Mrs D £30. British Gas subsequently agreed to pay a further £300, some of which included work for the repairs carried out by Mrs D. So in total, it provided Mrs D with an offer of £330.

However given that I don't consider the repairs were part of her policy, I've had to consider if £330 is a reasonable amount, for the poor service she received overall, excluding any work carried out as she wasn't covered for this in the first place.

Having considered all the evidence, and how British Gas handled Mrs D's claim, I remain of the view that £330 is appropriate in the circumstances to compensate her for the fuel, missed appointments and general poor service she received from British Gas.

Had British Gas not made this offer, I would've asked it to make a payment around that region for the poor service Mrs D received.

**my final decision**

For the reasons above, my final decision is that the total compensation offered by British Gas Insurance Limited is fair and reasonable in the circumstances of the case.

As British Gas Insurance Limited has already paid £30, it should now make the remaining payment of £300 to Mrs D.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before **8 August 2019**.

Farhana Akhtar  
**Ombudsman**