

## **complaint**

Mrs F is unhappy at British Gas Insurance Limited's decision to decline a claim under her home emergency policy.

## **background**

Mrs F has a HomeCare policy that includes cover for plumbing. In June 2016 Mrs F reported a leak from a shower. So British Gas sent an engineer to inspect the leak. The engineer told Mrs F that the cause of the leak was defective grout and sealant which needed replacing and repairing. But said this fault wasn't covered by the policy. He offered to give Mrs F a quote to fix the problem which she declined.

Mrs F asked the engineer to look at two other items that were leaking in a downstairs cloakroom. One was a 'hand-bidet' which was a shower attachment fixed to the pipework of the toilet. The second was a leaking tap in the sink.

The engineer said that neither of these items was covered by the policy which didn't cover showers and the tap wasn't a standard fitting as required by the policy. The engineer told Mrs F that if she sourced a replacement tap then he would be able to fit it under the policy for no charge.

Mrs F complained to British Gas. It said that it agreed with the findings of the engineer, but offered to re-pay her premiums for that year if she decided the policy wasn't suitable for her.

Mrs F disagreed with the view taken by British Gas and complained to this service. Our adjudicator investigated her complaint. He didn't recommend it should be upheld. The adjudicator thought British Gas had acted fairly under the terms of the policy. And that while he understood Mrs F's frustration that the policy didn't cover the three items she reported as leaking he thought British Gas' offer to re-pay this year's premiums was reasonable.

Mrs F disagreed with our adjudicator's opinion and so the case has been passed to me.

## **my findings**

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

I've seen a copy of the policy and photographs of the fittings in Mrs F's downstairs cloakroom.

The engineer said the leak from the shower was caused by defective grout and sealant and I haven't seen any contradictory evidence. As this would be considered as 'maintenance' I don't think the policy provides cover for it to be repaired/replaced.

Mrs F says the attachment to her toilet isn't a shower, but is a 'hand-bidet'. I think it's agreed that this fixture has a shower head and isn't a 'tap'. And looking at the photographs I think most people would consider it a shower attachment. So, I don't think British Gas was being unfair to treat it as a shower and so not covered by the policy.

The tap in the downstairs sink was also causing a problem for Mrs F. But this wasn't a standard tap, and so British Gas wasn't able to replace it as it needed a special fitting. In the circumstances I think the offer British Gas to fit one provided by Mrs F was a fair one. The

policy says standard fittings will be used to replace items where necessary, but this wasn't an option open to the engineer.

I understand Mrs F's disappointment that none of her plumbing issues were repairable under the policy. But British Gas did offer to re-pay her premiums for that year which was a fair response.

So, looking at the evidence, I'm not upholding Mrs F's complaint and I don't require British Gas to do any more.

### **my final decision**

I'm not upholding Mrs F's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 9 December 2016.

Jocelyn Griffith  
**ombudsman**