

complaint

Mr and Mrs P complain about the service they received from British Gas Insurance Limited ("BGI") when they reported a blocked pipe. Mrs P has brought this complaint to our service.

background

Mr and Mrs P have a home emergency insurance policy with BGI which covers them for problems with their plumbing and drains. They said that they called to report a blocked drain. BGI sent someone out, but that person said that they couldn't make the repair under the policy, because the blockage was in the drain leading away from a macerating toilet. He said macerating toilets and their outflow pipes aren't covered under Mr and Mrs P's policy.

Mrs P said that this had happened once before, and BGI had fixed it then. And when it last fixed the problem, the engineer said that if it happens again, they should just call the engineer out again, and they would do the same thing. So she thought BGI should also fix the problem now, even if it wouldn't do this again in future. And she also said that if BGI wasn't going to fix the problem, it should've said so straight away, so she could call someone else out and get the problem fixed quickly.

BGI said that the problem that Mrs P reported wasn't covered under her policy, and it showed us the relevant exclusion. It also said that it realised that the same problem had probably been fixed before. Unfortunately, it couldn't access much of the paperwork from when that happened, so it didn't know if the previous problem had been fixed as a gesture of goodwill, or if it was just a mistake. But it said that it didn't think it had done anything wrong by refusing to fix this problem now.

BGI knew that Mrs P thought if it wasn't going to fix the problem, it should've said that straight away. BGI said that it had listened to the call that Mrs P made to report the problem, and she had said that there was a macerating toilet, but she also said the blockage was after that, and mentioned that a previous engineer had resolved the issue. So BGI didn't think it should've known then that it wouldn't be able to help her under this policy.

Our adjudicator didn't uphold this complaint. He said that BGI was only obliged to carry out work that's covered under the policy. He couldn't ask it to do this work just because it had done so before. That was either a gesture of goodwill, or a mistake.

Our adjudicator also said that he didn't think that BGI had made a mistake by not telling Mrs P straight away that she wasn't covered. He said that he could have criticised BGI if it hadn't checked what the problem was, in case it was something else. And he said that Mrs P was able to get the problem sorted out the same day, although a bit later than if BGI had said over the phone it couldn't help. So he didn't think that BGI had to pay compensation because of that.

Mrs P didn't agree with that. She said that the engineer from BGI who visited didn't even look at the problem. As soon as she reconfirmed that it was a pipe coming from a macerator toilet, he just said it wasn't covered. She thought that the job sheet said that as well. She thought that BGI should've checked its own policy terms before it sent someone out.

She said that it took her another couple of hours to find someone to actually do the job, on top of the time that she'd wasted with the BGI engineer.

Mrs P repeated that she'd been told by the previous BGI engineer who visited that they would sort the problem out if it happened again. No one had ever mentioned that the previous work was done as a gesture of goodwill, or in error. She said that having fixed the problem once, BGI had set a precedent which she expected it to follow. She thought that BGI should've done the job this time, because it had said it would, even if it then didn't cover this work in future. She said that if our adjudicator didn't change his mind, then she wanted an ombudsman to consider her complaint.

Our adjudicator didn't change his mind, so the case was passed 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. I've reached the same overall conclusion on this complaint as our adjudicator, and for broadly the same reasons.

Mrs P says that if BGI was going to turn down her claim, it should've done so straight away. I've listened to the call that Mrs P made to BGI. Mrs P started by telling BGI that it had repaired the same problem before, and that it had said it would do so again. She was asked if it was the toilet itself that was blocked. She responded that it wasn't, and went on to say *"...I know you don't cover [macerating toilets]. So we obviously had that conversation last time. It's outside of all that."*

Having listened to this call carefully, I don't think that BGI could reasonably have assumed, from this call, that it wouldn't be able to help Mrs P. I think it was reasonable for BGI to send an engineer to the property.

Mrs P said that the engineer didn't even look at the problem. She reconfirmed that it was a pipe coming from a macerator toilet, and he said straight away that this was excluded. I've already said that I don't think it was clear on the call that Mrs P made to BGI that this was a problem that wasn't covered. But when the engineer arrived, Mrs P seems to have confirmed that it was a problem which the engineer knew wasn't covered. So again, I don't think that BGI has been unreasonable.

Mrs P has said that BGI should've fixed the problem this time, because it had set a precedent last time, and because it had said then that it would do the same repair again. But, like our adjudicator, I just don't think I can reasonably require BGI to make a repair which isn't covered under Mr and Mrs P's policy, just because it has done so before. I don't know whether that was a mistake, or a gesture of goodwill. But, either way, I don't think I can require BGI to make the same mistake, or the same gesture, again now.

Mrs P also said that she had wasted time on this, and then had to spend a couple of hours trying to find someone to come out to fix the problem. As this problem wasn't covered under Mrs P's policy, Mrs P would always have had to try to find a workman to do the repair. That time would've been spent anyway. I realise that she would've taken this step earlier if BGI had said on the phone that she wasn't covered. I've explained why I think it was reasonable for BGI to send someone out to check. And, as our adjudicator noted, Mrs P was fortunately able to get someone to attend the same day. So, like our adjudicator, I don't think that BGI has to pay compensation because of this.

I know that Mr and Mrs P will be disappointed, but I don't think this complaint should be upheld.

my final decision

For the reasons above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs P to accept or reject my decision before 20 December 2018.

Esther Absalom-Gough
ombudsman