

complaint

Mrs P complains that British Gas Insurance Limited (BG) won't pay her claim under her Homecare insurance policy. My references to BG include its agents.

background

Mrs P has Homecare insurance with BG that includes plumbing cover.

On 3 March 2018 after heavy snowfalls a pipe burst at Mrs P's property. She reported the burst to BG's contracted engineer by phone and through its on line service engineer request form. She asked for an urgent visit from BG's engineer as she had no water or heating due to the burst pipe. BG said its engineer would attend that day but no one attended.

Mrs P says she phoned BG but was on the line holding for about four hours without being able to get through. As she had no heating or water in very cold weather she felt she had no option but to get her own plumber to do the repair. She says a friend referred her to a plumber who charged £149.99 to repair the pipe the next day. She complained to BG and asked it to reimburse her with the repair costs. She sent the plumber's invoice (dated 4 March 2018) in support of her claim.

BG said that due to the adverse weather it had to cancel appointments to deal with emergency customers. BG accepted it had 'let down' Mrs P but it wouldn't pay the invoice without more information - the plumber's gas safety register number, address and VAT registration number. Mrs P provided the gas safety register number but couldn't provide the other information so BG wouldn't pay.

Mrs P complained to us. She said she just wants BG to pay her the £149.99 repair costs which she wouldn't have had to pay if it had attended.

Ultimately our investigator thought BG should pay the claim on the information it had from Mrs P.

BG disagreed and wants an ombudsman's decision. It said it didn't know if the work would have been covered under the policy as it hadn't seen an invoice.

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 uphold this complaint. I need to decide whether BG fairly declined the claim, and I don't think it did. I'll explain why.

I accept the weather conditions were very bad when the pipe burst. Mrs P was without any water or heating and it was reasonable for her to arrange a private repair when BG didn't attend. BG doesn't dispute that Mrs P acted reasonably.

BG's told us it needed different information to pay the costs than it told Mrs P it needed – an invoice showing the contractor is gas safe registered and a full job report detailing the work completed.

Mrs P sent BG the invoice and the plumber's gas safe register number at the start of her complaint. I understand why BG would like the other information but I don't think it's necessary and reasonable in the circumstances of this case.

I've checked the registration number Mrs P gave for the plumber on the gas safe register and the name of her plumber is shown. So I think BG should be satisfied the plumber is on the register. And the information on the register shows the plumber exists, if that's a concern for BG.

The invoice doesn't give a full report of the repair work. But I think it gives enough information for BG to be reasonably satisfied that the repair work was covered by the policy. Mrs P's policy covers:

'All repairs to the plumbing system on your property including:

- Your hot and cold water pipes between your internal stopcock up to, and including your taps and garden taps and the flexible pipes to your kitchen appliances*
- The hot water cylinder and cold water tanks including immersion heaters, toilet siphons, isolation, ball and radiator valves; and*
- Your water supply pipe from the boundary of your property to your home'.*

The policy doesn't cover *'frozen pipes that need defrosting where there is no other damage'*.

The private plumber's invoice says:

'Job description: Due to low temperature, the copper pipe expanded and busted. Replace pipe and fittings, and secure with new pipe clips'.

From the job description I don't think the above policy exclusion applies. Based on the available evidence I think it's more likely than not that the claim would have been covered under Mrs P's policy.

Mrs P, and our investigator, haven't been able to find the plumber's business address or VAT registration details (the plumber may not be VAT registered). But I think BG has enough information for it to be reasonably satisfied that the claim is valid and covered by the policy.

BG must reimburse Mrs P £149.99 for the cost of the repair, plus interest as I've detailed below.

my final decision

I uphold this complaint.

I require British Gas Insurance Limited to pay Mrs P £149.99 to reimburse her for the cost of the pipe repair. Interest* should be added at 8% simple a year from 4 March 2018 to the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 4 October 2019.

Nicola Sisk
ombudsman

*If British Gas Insurance Limited considers that it's required by HM Revenue & Customs to take off income tax from that interest it should tell Mrs P how much it's taken off. It should also give Mrs P a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.