

## **complaint**

Mr H's complaint is about the handling of a claim by British Gas Insurance Limited under his central heating and plumbing insurance policy.

## **background**

In 2017, Mr H reported a problem with his water pressure, which meant if two appliances were used at the same time, pressure would be lost, resulting in the shower either going extremely hot or extremely cold.

British Gas appointed a contractor to investigate. They replaced some piping, which apparently improved the problem but did not resolve it completely. The contractors came out again and apparently suggested that they could carry out some more investigation and possibly replace some other pipes. The contractor told Mr H that a ceiling would need to be removed to allow access for this.

Mr H received a call to arrange a further appointment on 27 October 2017, so he says he arranged to have the ceiling removed, as previously discussed. However, even though Mr H phoned twice that day the contractor didn't come on 27 October 2017; he was told they'd come on 30 October 2017. Again Mr H phoned on that day but the appointment was put back to 31 October 2017.

Mr H was then told that British Gas would not cover any further work by the contractor, as it considered the problem had been resolved sufficiently. British Gas says that the internal pressure was then 59% of the external water pressure, which means it was above the minimum required and therefore not covered by the policy.

Mr H says the claim was not completed to a satisfactory level as the shower still burns or freezes, when another appliance is used. Mr H also says he removed the ceiling as previously instructed, and has had to live with the resultant upheaval for several months. Mr H is very unhappy that this has not been resolved properly and also with the trouble caused by the cancelled appointments, when he had to arrange time off work to be at home.

One of our investigators looked into the matter. She agreed with British Gas that the ongoing problem with the water pressure is not covered under the policy, as it only covers the failure of the central heating system or parts within it, not improvements. She however, considered that the service provide to Mr H was not reasonable and recommended that British Gas pay him £200 for the inconvenience caused to him, particularly in relation to the cancelled appointments.

British Gas accepted the investigator's assessment.

Mr H didn't accept the recommendation. He said he had been given the impression he had to remove the whole ceiling and that the claim would be covered. Although at one stage the contractor said it might not be, he was then contacted to arrange the 27 October 2017 appointment and so he assumed that this meant the position had been checked and it was covered.

British Gas only checked the internal water pressure after he complained in mid-November 2017. That was not therefore the reason it refused to do the work in October 2017. It would have done the work without validation if it had been estimated to cost less.

Mr H also didn't agree that the £200 compensation recommended by the investigator was enough to reflect the inconvenience this caused to him, which includes: three days off work, several hours on the phone, several hours writing emails and months of disruption due to the condition of interior decoration of the house, and increased stress during a time when he was experiencing my health and financial difficulties.

The investigator reconsidered the complaint. She tried to obtain call recordings of the relevant conversations between Mr H and British Gas about the ceiling but it wasn't able to provide them. Although the investigator acknowledged that the ceiling would have needed to be replaced in any event, even if British Gas had told Mr H earlier that this work wasn't covered, he had to live with the mess until he was able to pay privately for that work, which wasn't until some time later. The investigator therefore revised her assessment and recommended that British Gas pay a total of £350 compensation, as she was satisfied that Mr H was told the work would be covered and that he would need to take the ceiling down.

Mr H accepted the recommendation but British Gas did not. As the investigator was unable to resolve the complaint, it has been referred 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 agree that British Gas does not need to cover the further work required to rectify the cause of the low pressure within Mr H's property. The policy is only intended to cover emergency situations, including where a water supply has been disrupted. This was no longer the case in October 2017. While the pressure was not as it should be, Mr H did apparently have sufficient water flow in the house to be able to use all facilities.

However, British Gas didn't tell Mr H this wasn't covered for some time. Arrangements were made for further attendance and Mr H was told that he would have to remove a ceiling to facilitate the further work British Gas told him it would do. British Gas doesn't seem to dispute that Mr H was told this. It however, says he was unable to provide a clean air certificate, to prove there was no residual asbestos.

I note the ceilings may well have had to be removed anyway but Mr H wasn't able to get the work done himself until several months after removing the ceiling. This would have caused some disruption and would not have been satisfactory. I note Mr H was also experiencing some other difficulties at the time. I also note that there were cancelled appointments that would also have added to the inconvenience caused to him.

Overall therefore I agree with the investigator that the sum of £350 would be appropriate compensation in all the circumstances of this complaint.

**my final decision**

I uphold this complaint and require British Gas Insurance Limited to pay Mr H the sum of £350 compensation for the distress and inconvenience caused by its handling of this matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 9 December 2018.

Harriet McCarthy  
**ombudsman**