

complaint

Mr and Mrs M complain about the service they received from British Gas Insurance Limited under their home emergency insurance policy.

background

Mr and Mrs M reported a water leak in their garden.

British Gas attended and concluded the leak was from a shared external water supply pipe and that it wasn't covered under Mr and Mrs M's policy.

Mr and Mrs M complained to British Gas. It completed further investigations and remained of the view that the work wasn't covered. But it agreed to pay half of the cost of the work, as a gesture of goodwill.

Mr and Mrs M felt British Gas should pay the whole cost of the repair, restore their garden to its previous condition and pay compensation for their distress and inconvenience. So, they complained to this service.

Our adjudicator thought Mr and Mrs M's complaint shouldn't be upheld.

Mr and Mrs M disagreed with the adjudicator's conclusions, so the matter's been referred to me to make 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 decided not to uphold Mr and Mrs M's complaint and I'll explain why.

Mr and Mrs M say they have a Homecare policy with British Gas. But when their garden was flooded, they were forced to pay £380 for someone to repair the burst water pipe. They say their garden remained flooded. And Mr M had to take time off work to be at home when British Gas attended. They also say Mrs M is currently ill and this is making her condition worse.

British Gas says the leak was on a section of the external water supply pipe which was shared with the next door property, so it was definitely not covered under Mr and Mrs M's policy. It says it agreed to pay Mr and Mrs M £190, which was 50% of the cost of the chargeable work, in the interests of good customer relations. And in recognition of the time taken to investigate their complaint.

British Gas also says it didn't cause the leak, so it can't be responsible for repairs to their garden, which wouldn't be covered by their policy, in the circumstances.

I see Mr and Mrs M's policy doesn't cover 'Repairing water supply pipes shared with another property'. From the information I've seen, I'm satisfied that the burst pipe was shared with a neighbouring property. And British Gas was right to conclude the repair wasn't covered under Mr and Mrs M's policy.

Because the repair work wasn't carried out under Mr and Mrs M's policy, it falls outside the scope of what this service can consider. So, I can't look at any issues about that work.

I note, British Gas agreed to contribute half of the cost of the repair work in the interests of good customer relations and in recognition of the time taken to investigate Mr and Mrs M's complaint. I think this was reasonable in the circumstances.

So, for the above reasons, I can't uphold Mr and Mrs M's complaint.

my final decision

I don't uphold Mr and Mrs M's complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs M to accept or reject my decision before 18 August 2016.

Robert Collinson
ombudsman