

complaint

Mr M complains that British Gas Insurance Limited ("BGI") wouldn't repair a leaking pipe which prevented his central heating boiler from working, when he called on BGI under his home emergency insurance policy.

background

On 29 January 2018 Mr M took out a home emergency policy with BGI covering his boiler, controls, and central heating system, including the pipes connecting these. On 2 February 2018 Mr M called on BGI under his policy because his boiler wasn't working.

BGI's engineer found it wasn't working because there was no pressure in the system. He topped up the system but his notes say he noticed a leak in an underfloor pipe at a T junction "that has been disturbed". The notes also say builders had damaged the pipes, and he had advised Mr M to get them repaired by a third party after which BGI would return to sort out the boiler issues.

Mr M paid £330 for a plumber to attend and repair the pipe. BGI then returned and got the boiler working again. Mr M complained to BGI that its engineer should have repaired the leaking pipe on his first visit. He considered the pipe was covered by his policy. He wanted BGI to refund the £330 he'd paid and compensate him for the upset and inconvenience he'd suffered.

Mr M didn't get a response from BGI. It said its service manager had tried to contact Mr M several times to discuss his complaint without success. So it had closed its file.

Our investigator didn't recommend that this complaint should be upheld. She said on the first visit the BGI engineer had determined that the damage to the pipe had been caused by builders employed by Mr M. So Mr M needed to get the leak repaired before BGI would proceed with the boiler issues.

It was true, as Mr M said, that pipes in the central heating system were within the policy. However the policy excluded:

"Pre-existing faults

Damage caused by anyone but us"

As the pipes had been damaged by builders who were taking up Mr M's floor, we wouldn't expect BGI to cover a claim where the damage was caused by a third party.

Mr M responded to say that the builders didn't cause the damage to the pipe but had removed the flooring to expose the broken pipe ready for BGI to fix it.

The investigator pointed out that the policy didn't cover pre-existing damage. So the issue needed to have occurred after the policy was taken out (in the period of insurance) in order to be covered. It wasn't possible to take out this policy to cover an issue that was already present.

Mr M said the damage did occur after the policy was taken out...the burst pipe caused the pressure to drop in the heating systemthat happened instantly. He asked for his complaint to be reviewed.

my findings

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

Mr M took out his policy at the end of January 2018. He was sent a letter dated 29 January 2018 confirming that his policy ran from 29 January 2018 until 28 January 2019.

Mr M says the burst pipe happened without any external action after the policy was taken out, that is on or after 29 January 2018, and the builders were only involved after the leak had occurred. I haven't seen any evidence to support this. But even if this is the case, the damage to the pipe still wouldn't be covered by the policy.

The policy wording dealing with *Central Heating Breakdown* says:

"What's included

All repairs to the heat and hot water system on your property including:

- *The pipes that connect the central heating system*

What's not covered

Anything that happens within the first 14 days of you taking out the product"

So as the damage to the pipe occurred, on Mr M's evidence, within the first 14 days of him taking out the policy it wasn't covered by the policy. It follows that I can't say BGI has done anything wrong in not meeting the cost of repairing the pipe under the policy.

my final decision

My decision is that I don't uphold this complaint, and make no order against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 1 March 2019.

Lennox Towers
ombudsman