

complaint

Mr F complains that British Gas Insurance Limited gave him poor service under a home care insurance policy.

background

Mr F owns a property that he lets to a tenant. He complained that – without asking for permission – a British Gas engineer cut off a gas pipe to the cooker.

Our adjudicator didn't recommend that the complaint should be upheld. She thought that British Gas had fulfilled its obligations to Mr F in line with the policy terms and conditions.

Mr F disagrees with the adjudicator's opinion. He asks for an ombudsman to review the complaint. He says, in summary, that neither he nor the tenant authorised British Gas to cut the gas pipe to the cooker. And British Gas should've cut the pipe at the coupling joint high above the floor so as to allow it to be reconnected in future, he says.

my findings

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

From what Mr F and British Gas have each said, the property has a gas central heating boiler. The cooker is electric rather than gas. But there was a gas pipe that gave the option of a gas cooker. That gas pipe ran in the solid floor.

Mr F's policy with British Gas covered the boiler and its controls. The policy also provided an annual safety check including pipework. But it didn't cover the cost of repairs or replacement of pipework.

The policy terms included the following:

“Authority to carry out work

*If you're not at the **property** when our engineer visits, you must make sure that there is somebody else present who can give instructions to our engineer, on your behalf.”*

The first British Gas engineer visited the property to do an annual service. She noticed a smell of gas and a drop in gas pressure. So Mr F had the problem of a gas leak. Urgent action was required to make the property safe. And the policy didn't cover the tracing and repair of leaks in hidden pipework.

The second British Gas engineer couldn't find a leak from the visible sections of pipe. So he concluded that the leak was from the pipe in the solid floor. Mr F hasn't provided any evidence that this was an incorrect diagnosis.

The second engineer cut the pipe to the cooker just above the floor. That stopped the leak. And it didn't affect the gas boiler.

From what Mr F says, the cutting of the pipe made it difficult to reconnect in the future. But Mr F hasn't provided photographs, drawings or any independent engineer's opinion of where British Gas should've cut the pipe.

I find that the pipe had been leaking and needed to be replaced, either in the floor or around the walls. The policy didn't cover the cost of that.

British Gas quoted over £1,000.00 to re-route the pipe around the walls. I can understand that Mr F didn't welcome the quote or the thought of visible pipework.

I've seen a message from the tenant saying that the engineer didn't ask her about cutting the gas pipe to the cooker. But I find it likely that the tenant was concerned about Mr F's reaction to what British Gas had done. And I don't find that the second engineer cut the gas pipe without permission.

In any event I find that the pipe in the floor wasn't suitable for re-use. So I don't think British Gas did any harm by rendering it difficult to reconnect.

I keep in mind that the policy doesn't cover the cost to replace the gas pipe to the cooker. So I don't find it fair and reasonable to order British Gas to meet that cost— or to do anything further in response to Mr F's complaint.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 15 June 2018.

Christopher Gilbert
ombudsman