

complaint

Mrs T is unhappy with British Gas Insurance Limited's handling of her home emergency insurance claim for damage to an external pipe which subsequently caused a gas leak. Mrs T is unhappy British Gas initially quoted to carry out the work but later said it could not undertake the work required due to the policy terms.

our initial conclusions

Our adjudicator recommended Mrs T's complaint should be upheld. He did not consider the policy terms were clear as to what was defined as a home or the boundary of the property. He recommended the work should be covered as the pipe was between the gas meter and the boiler.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mrs T and British Gas have provided.

It has been suggested British Gas does not cover pipe work outside of the home and up to the boundary of the property. Mrs T's gas meter is located in her garden and the pipe runs underneath the ground up to the boiler located inside the property.

I believe the policy terms are unclear as to whether Mrs T's garden – where the gas meter and damaged area of the pipe are located – should be viewed as within or outside the boundary of the property. In any event, Mrs T holds cover which includes repairs to gas supply pipe work inside the home, between the meter and appliances. The policy terms are, to my mind, ambiguous in terms of the definition of a home or where the property boundary ends.

In all the circumstances, I believe British Gas Insurance Limited should reconsider the claim in the light of the remaining policy terms.

For these reasons, my final decision is that I uphold this complaint. My award is as above.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs T either to accept or reject my decision before 14 May 2014.

Nimish Patel

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

The relevant policy terms include:

“4. Definitions used in your Terms and Conditions

***Home** means the place where you live or a home you own that is a private domestic property, including any covered garage connected to your home.*

...

8.2 Boiler and Controls Breakdown Cover and Central Heating Breakdown Cover

We include the following in your Agreement:

- If you have a central heating, plumbing and drains and home electrics product, we also include repairs to all gas-supply pipe work inside your Home, between your meter and any appliances (shown as red dots on the diagram on page 4).”*

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.