

## **complaint**

Mr and Mrs V complain that British Gas Insurance Limited mishandled a home emergency insurance policy.

## **background**

Mr V was the policyholder. As it covered emergencies at their home, I think Mrs V also had the benefit of the policy.

Mr and Mrs V complained that British Gas was responsible for poor work including poor drainage work – and for causing an accident.

Where I refer to British Gas I refer to the insurance company of that name and I include its engineers and others for whose actions I hold that company responsible.

By a jurisdiction decision dated 13 November 2018, I decided that I don't have the power to consider the complaints about the boiler installed in 2013, the drainage work or the accident. But I can consider the complaint about the damage to the radiator pipe.

Mr V says that on Friday 17 November 2017 they (presumably he and Mrs V) were removing a piece of skirting below a radiator and caused accidental damage and a leak from a pipe. Mr V stopped the leak but lost central heating.

He rang British Gas. British Gas sent an engineer. He made a temporary repair so that heating could be restored from all but the affected radiator.

Mr V complained that he found the engineer inconsiderate and rude and that he had to pay someone else to do a permanent repair. He said this work should've been carried out by British Gas, under his home emergency policy.

## *our investigator's opinion*

Our investigator didn't recommend that the complaint should be upheld. He thought that the damage of the radiator and central heating was accidental damage excluded by the policy. He couldn't find any evidence to prove that the engineer who carried out the temporary fix of the radiator was rude and inconsiderate.

## *my provisional decision*

After considering all the evidence, I issued a provisional decision on this complaint to Mr and Mrs V and to British Gas on 1 March 2019. I summarise my findings:

The British Gas policy did include accidental damage to the radiator pipework and valve in November 2017.

I saw no reason to doubt Mr and Mrs V's statement that they accidentally caused such damage.

British Gas behaved unfairly by declining to do a permanent repair of the damage Mr and Mrs V had done.

Whilst I could understand that Mr and Mrs V didn't welcome the engineer saying they weren't covered, I hadn't seen or heard enough detail to persuade me that the engineer said anything else inappropriate.

It was only one radiator that wasn't working. And I'd seen a plumber's invoice dated 28 November 2017 for £135.00. So I thought Mr and Mrs V got the radiator fixed within a couple of weeks.

I was minded to find it fair and reasonable to order British Gas to reimburse the £135.00 and - as they've been out of pocket since that date – to add interest at our usual rate.

Subject to any further information from Mr and Mrs V or from British Gas, my provisional decision was that I was minded to uphold this complaint in part. I intended to direct British Gas Insurance Limited to pay Mr and Mrs V (jointly):

1. £135.00 in reimbursement of their plumber's invoice dated 28 November 2017; and
2. simple interest on that amount at a yearly rate of 8% from that date to the date British Gas reimburses it. If British Gas considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it must tell Mr and Mrs V how much it's taken off. It should also give them a tax deduction certificate if either of them asks for one, so he and/or she can reclaim the tax from HM Revenue & Customs if appropriate.

Mr and Mrs V asked for more time to respond to the provisional decision. They wanted to await a data access request. Mr and Mrs V say, in summary, that this information would have been favourable to support their case and demonstrate that British Gas should have replaced their boiler and cylinder between 2002 and 2011 under the terms of the Homecare insurance.

I declined to grant more time because I found it unlikely that the data request would produce further information relevant to the issue of the radiator pipe.

British Gas hasn't responded to the provisional 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 seen British Gas policy terms dated October 2015 and dated February 2017. Each of them contains the same exclusion as follows:

*"Unless your **product** includes **accidental damage** we won't cover any damage you've caused."*

I've seen the British Gas policy renewal letter to Mr V from April 2017. It said that for the following year he would have a product called HomeCare Three. It covered central heating including radiators, their pipework and valves.

The letter said the following:

*“We’ll cover Accidental Damage. So you’re protected if you (or anyone else living in your house) accidentally breaks anything covered in your agreement”*

So the British Gas policy did include accidental damage to the radiator pipework and valve in November 2017.

I see no reason to doubt Mr and Mrs V’s statement that they accidentally caused such damage. I don’t think British Gas is likely to have any evidence that someone else – not living with Mr and Mrs V – caused the damage.

So I find that British Gas behaved unfairly by declining to do a permanent repair of the damage Mr and Mrs V had done.

Whilst I can understand that Mr and Mrs V didn’t welcome the engineer saying they weren’t covered, I haven’t seen or heard enough detail to persuade me that the engineer said anything else inappropriate.

I’ve thought about ordering British Gas to pay Mr and Mrs V compensation for distress and inconvenience. But it was only one radiator that wasn’t working. And I’ve seen a plumber’s invoice dated 28 November 2017 for £135.00. So I think Mr and Mrs V got the radiator fixed within a couple of weeks.

And I think much of their distress and inconvenience was to do with having to pay for something British Gas should’ve covered.

So overall I’m minded to find it fair and reasonable to order British Gas to reimburse the £135.00 and - as they’ve been out of pocket since that date – to add interest at our usual rate.

### **my final decision**

For the reasons I’ve explained, my final decision is that I uphold this complaint in part. I direct British Gas Insurance Limited to pay Mr and Mrs V (jointly):

1. £135.00 in reimbursement of their plumber’s invoice dated 28 November 2017; and
2. simple interest on that amount at a yearly rate of 8% from that date to the date British Gas reimburses it. If British Gas considers that it’s required by HM Revenue & Customs to withhold income tax from that interest, it must tell Mr and Mrs V how much it’s taken off. It should also give them a tax deduction certificate if either of them asks for one, so he and/or she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr and Mrs V to accept or reject my decision before 20 April 2019.

Christopher Gilbert

**ombudsman**