

## **complaint**

Mr D's complains that British Gas Insurance Limited ("BG") didn't make a 'shared pipework' exclusion clear enough when his 'Home Care Cover Plan' was renewed.

## **background**

This complaint was originally part of Mr D's complaint about the sale of the 'Plumbing and Drains' extension to his existing Home Care Cover Plan. But the business that sold the extension didn't come into the jurisdiction of this service until after the sale, so we can't say whether the original sale was fair. British Gas Insurance Limited came into our jurisdiction on 6 August 2009, so we can consider its actions from then in relation to Mr D's complaint.

The Plumbing and Drains cover was added to Mr D's policy in 2001, at additional cost to him. He told us that every year after that, he received a renewal notice including the policy terms and conditions. But it wasn't until he received the 2016 renewal notice that he read that shared pipework wasn't covered under the policy. He said, in the latest version of the policy terms and conditions, BG specifically highlighted the shared pipework exclusion which is why he hadn't seen it before. So Mr D is unhappy that this hadn't been made clearer during previous renewals.

Mr D told us he has shared drains with a neighbouring property. In order to resolve his complaint, he wants 50% of the payments he made for plumbing and drains cover since 2001 to be refunded.

Our investigator initially considered Mr D's complaint - the original mis-sale and the clarity at renewal - as a whole. She didn't feel that Mr D's complaint should succeed because he had the opportunity to check that the policy was suitable for his needs. And, given that this particular cover was important to Mr D, he should have checked the policy terms and conditions.

Mr D reluctantly accepted our investigator's findings, but has since asked us to reconsider his complaint, via his MP. The investigator then explained to Mr D that we are only able to consider complaints against BG if the event complained of took place after 6 August 2009.

Mr D didn't agree so his complaint has been passed to me to consider.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I don't think Mr D's complaint should be upheld.

In reaching my decision, I've considered whether BG made the Plumbing and Drains cover sufficiently clear each time the policy was renewed.

I don't think BG needed to discuss each year with Mr D whether the policy met his needs. I think it was sufficient for BG to send him the terms and conditions and inform him of any significant changes. But if Mr D had concerns about the extent of the cover, it would have been reasonable for him to expect BG to address those concerns if he brought them to its attention.

I've seen a copy of the policy terms and conditions BG said was sent to Mr D in 2010. Mr D hasn't denied receiving these at renewal. In both the "*Drains*" and "*Water Supply Pipe Cover*" sections, an exclusion for pipework "*shared with another property or properties*" is listed. I think this exclusion is sufficiently clear in the booklet. Any changes to the cover are listed on page one in this document.

Mr D has said it was the policy terms and conditions that were sent with his 2016 renewal that brought this matter to his attention – because they were more prominent. So, I think BG does include the policy terms and conditions on renewal and I'm satisfied they are clearly set out.

I don't think that BG making this particular exclusion more prominent in 2016 is an indication that it was inadequately prominent previously. Rather, I think BG seeking to make improvements to its documentation is a positive thing. And I don't think the documentation it previously provided fell short of what we would expect.

### **my final decision**

My decision is that I don't uphold Mr D's complaint about British Gas insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 28 July 2017.

Gavin Cook  
**ombudsman**