

## **complaint**

Mr G complains about the way British Gas Insurance Limited dealt with a claim on his home emergency policy.

## **background**

Mr G has a policy with British Gas which includes cover for plumbing repairs. He called British Gas when he had a leak from his shower, which had been installed about two months earlier.

A British Gas engineer visited the same day. He isolated the shower and then investigated the leak. To do this, he removed a joint connecting the pipework to the shower. He said the leak was due to the fact that the pipework had been cut too short, so it wasn't forming a seal. The engineer told Mr G the repair wouldn't be covered by his policy, because the problem was caused by the poor installation of the shower.

Mr G complained to British Gas that it had failed to fix the problem, and had left his shower in a worse condition, because the engineer hadn't replaced the joint. An engineer returned and re-fitted the joint. In response to the complaint, British Gas said the repair wasn't covered by the policy, so it couldn't return to fix the shower. But it accepted there had been some delays dealing with the matter and offered Mr G £60 compensation for this.

When Mr G complained to this service, our adjudicator didn't uphold the complaint. Mr G has now requested a review. He says

- the policy provides maintenance cover, not just emergency repairs;
- this wasn't an emergency, so if the policy only provides emergency cover, British Gas shouldn't have attended;
- by removing the joint, the engineer actually made the leak worse.

British Gas says the policy provides cover for repairs, if there's a problem with the customer's plumbing. It doesn't include showers, but does include pipework connected to a shower. It sent an engineer to investigate the problem, and he found the problem was with the pipework. But as the leak was due to the way the pipework was installed, it wasn't covered.

## **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 G has a 'homecare' agreement with British Gas. The plumbing cover under the policy doesn't provide routine maintenance cover. What it does provide (amongst other things) is cover for repairs or replacements for leaks or failures to pipes. So if Mr G has a leaking pipe in his property, he can ask British Gas to arrange for the pipe to be repaired or replaced.

As with most policies like this, there are some conditions and exclusions. Mr G's policy doesn't cover the cost of repairs if those repairs are needed because of a design fault or because of work carried out by someone else.

In Mr G's case, the engineer said the pipe was leaking because of the way the shower was installed; the pipe connected to the shower had been cut too short, so it didn't seal properly.

As this work was carried out by someone else – the person who installed the shower – it isn't covered by the policy. If Mr G had evidence showing the leak wasn't due to the way the pipe had been installed, then it might be covered. But without that, it was reasonable for British Gas to say it wouldn't carry out the repair. It isn't responsible for putting right problems caused by someone else's workmanship.

I appreciate that Mr G was unhappy the British Gas engineer removed the joint to the pipe. He says the engineer shouldn't have done this, if the repair wasn't covered by the policy. But the engineer said he needed to remove the joint, to investigate where the leak was coming from. It was only after doing this that he could say what was causing the problem.

The joint was put back. And British Gas also acknowledged there were some issues with the way it handled his claim, and paid him some compensation for that. I think that payment was reasonable, and see no reason for British Gas to make any further payment.

### **my final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 31 May 2016.

Peter Whiteley  
**ombudsman**