

## **complaint**

Mr and Mrs P complain that British Gas Insurance Limited mishandled their home care insurance policy.

## **background**

Mr and Mrs P called British Gas for help with a leaking pipe. They complained that British Gas told them it didn't cover their pipes because they were made of iron. As a gesture of goodwill British Gas reconfigured some pipes to provide hot water. It also provided fan heaters. But Mr and Mrs P and their family have been without central heating since last winter.

The adjudicator didn't recommend that the complaint should be upheld. He thought that British Gas had dealt with the complaint fairly, including an offer to refund premiums. He didn't recommend that it should do any more.

Mr and Mrs P disagree with the adjudicator's opinion. She says, in summary, that British Gas ought to have told them years ago that it wouldn't cover their pipes.

## **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 accept that Mr and Mrs P had had British Gas insurance since they moved into the house. But the British Gas terms had the following exclusion:

*"Repairing or replacing any steel or iron pipes"*

I accept that British Gas might have drawn their attention sooner to the fact that they had pipes which it didn't cover. But I don't think this changes the fact that British Gas didn't cover leaking iron pipes.

And Mr and Mrs P have not provided any evidence that they could have got such cover from another insurer.

So – keeping in mind the policy terms – I can't say that British Gas treated them unfairly or unreasonably by declining to replace the iron pipes.

British Gas took too long to respond to the complaint. But it offered a cheque of £150 for trouble and upset caused by delays in its response. I think that's fair and reasonable and in line with what I would otherwise have ordered it to pay them.

British Gas also offered to refund the premiums (about £1,500) Mr and Mrs P had paid since they moved to that house. As this would give them a refund for past insurance and service (for example on their boiler), I think it's more than fair and reasonable. So I won't order British Gas to pay interest.

Overall I don't think it would be fair and reasonable to order British Gas to do any more.

**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 and Mrs P to accept or reject my decision before 30 October 2015.

Christopher Gilbert  
**ombudsman**