

The complaint

Mr F complains about the way British Gas Insurance Limited dealt with a claim he made under his Home care insurance policy.

What happened

I'll summarise the main points about this dispute:

- Mr F had a policy with British Gas to cover his boiler. He got in touch with it in early December to report a problem with the boiler.
- It visited 7 December and said a new fan was needed but left the boiler working whilst the new part was ordered. The part was ordered but it arrived faulty from the manufacturer. The part was reordered and then installed on 13 December.
- The following day, pipes burst in Mr F's loft. Significant water damage was caused to the building and contents and Mr F had to move out whilst it was put right. He thought this was a result of the way British Gas had dealt with his claim.
- British Gas said the policy didn't cover plumbing, so it couldn't consider the problem under the policy. And it didn't think the way it had dealt with the claim had caused the problem either. It said it hadn't worked on the pipes and the boiler was working throughout. It also said it had dealt with the claim in a reasonable period of time, noting all appointments were kept.
- Our investigator didn't think the complaint should be upheld. She said there wasn't any evidence to show British Gas was responsible for the water damage or had otherwise caused delays or acted unfairly.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

- The policy only covers the boiler – not the plumbing. So there's no cover under the policy for the burst pipes or the resulting damage.
- The key point of Mr F's complaint is that British Gas is responsible for the pipes bursting because of the time it took to install the new fan.
- Under its policy, British Gas says it will carry out any repairs 'within a reasonable timescale, unless something beyond our control makes that impossible'. I'm satisfied it fulfilled that, bearing in mind the timescale noted above and that four days were lost to a faulty part. I don't hold British Gas responsible for the manufacturer sending it a faulty part because that's beyond its control.

- British Gas says it left the boiler working throughout, so heating was always available to Mr F. He hasn't challenged that or provided any evidence to support his viewpoint. So if the pipes burst because they froze, I don't think British Gas can be held responsible. Without evidence of a delay or an expert opinion linking British Gas' actions to the water damage, I'm not satisfied it's responsible for what happened.
- I know Mr F is also unhappy with how British Gas responded to his complaint. But that's not something, in itself, I can consider. As he was unhappy with the response, he exercised his right to refer his complaint to this Service to consider. For the reasons above, I'm satisfied British Gas treated him fairly.
- I understand Mr F has reported the water damage to his home insurer, and its covered some of the claim. If he's unhappy with the way his home insurer has dealt with that claim, he's entitled to make a separate complaint about that.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 12 September 2023.

James Neville
Ombudsman