

The complaint

Mr C's complaint is about the handling of a claim under the plumbing and drainage section of his insurance policy with British Gas Insurance Limited.

What happened

British Gas dealt with a claim under the policy the claim regarding a leak from an outside pipe. I understand that British Gas's contractors dug three or four holes around a metre deep in a paved area outside Mr C's home but couldn't find the leak. In the end they re-routed the pipe using a moling device, rather than excavate any more ground.

The leak was mended but Mr C was unhappy with the way his property was left. The contractors filled the holes with clay subsoil, which was left loose and uneven, and then after he complained, Mr C says the contractors came back unannounced and poured some sand on top. They refused to relay the block paving. Mr C says this sand will have to be dug out in order for the subsoil to be properly compacted down ready for blocks to be re-laid. Mr C also says that more excavation was done than should have been necessary and so, regardless of any policy terms, British Gas has a responsibility to put this right.

British Gas says this was a complex leak and it could not be found by its contractors or the water supplier, so it resolved the problem with the least amount of digging possible by using a moling device. The contractors then backfilled the holes dug, with the subsoil that had been taken out and sand on top to leave a level surface, which is all it is obliged to do under the policy. It says it is not required to do anything more than this.

One of our investigators looked into the matter and decided that British Gas should compact the sand and subsoil, so there is a level surface at the correct height for the blocks to be replaced.

British Gas does not accept the investigator's assessment. It says:

- compacting the clay/sand would leave a tripping hazard, as the ground around the leak is saturated and so the soil will compact further when this dries out.
- It can't prepare this ground to the liking of whichever contractor does the final re-laying. It is a drainage company and does not specialise in landscaping.
- Its policy provides that it will fill in holes and leave the ground level. From the photos provided, it has done exactly that.
- The policy does not state or imply, that it will do anything over the top of this in preparing the ground for slabs to be re-laid directly on top. The preparation of the ground for paving is a specialist job.
- If it took on the preparation of the ground for landscaping then this could lead to its contractors having to respond if there is a problem with the paving in the future, when this should be the responsibility of the pavers.
- There is also a safety issue to consider, if it leaves the unpaved area at a lower depth than the remaining paved areas around it, then this is potentially leaving the customer with an uneven and unsafe area which could cause a tripping hazard.

As the investigator was unable to resolve the matter, it has been passed to me.

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.

I can see for the papers provided to me that there was some difficulty in finding the source of the leak. While I can see this would have been frustrating and it might be that the leak could have been found sooner, with less damage, there's no convincing evidence of this. I can't therefore make a finding that the excavations completed were not reasonable.

British Gas says its contractors fulfilled its obligations under the policy in levelling the excavations as best they could, in accordance with the policy terms. The relevant terms include that it will provide cover *"Up to £1,000, including VAT, for getting access and making good for each repair"*.

"Getting access and making good" is defined in the policy as "getting access to your boiler, appliance or system, and then repairing any damage we may cause in doing so, by replacing items such as cabinets or cupboards that we've removed and by filling in holes we have made and leaving a level surface - but we won't replace or restore the original surface or coverings, for example, tiles, floor coverings, decoration, grass or plants."

I agree with British Gas that this means it is not responsible for re-paving the excavated areas. However, I do not agree that filling the holes with any material is sufficient to meet the policy terms either.

British Gas has said it can't leave an uneven surface, as it would be dangerous. However, it initially left the holes filled with loose uneven soil. It then put sand on top but this is still not a level, safe surface as far as I can see from the photos. The stones surrounding the excavated area are loose and uneven and the sand is not at the same level throughout. I don't see how a compacted but level surface, with a step up to the stones around it, would be any less safe.

British Gas also says that it is a drainage expert and not landscapers. British Gas Insurance Limited is neither – it is an insurance company, which uses various specialist contractors to carry out work required as a result of an insurance claim. While it used drainage specialists to complete the repair to the drain, it does not mean they have to do the work required to put the excavations back.

The policy terms say British Gas will *'make good'* any excavated areas but not put back the surface covering. In my opinion therefore it needs to prepare the ground for the stones to be re-laid. It is not required to do the final paving but should restore the base to how it was before. This would be by compacting the clay and sand layer on top. Otherwise, it has not been made good; instead it has just been filled with materials that will need to be extracted before Mr C can have the area properly made good and rectified.

I consider that the terms require British Gas to fill in the holes made with the correct materials to the correct depths as far as it can, as a properly prepared base for the paving stones to be re-laid. Alternatively, British Gas can offer a suitable cash amount for Mr C to have this work done himself. Alternatively if both parties prefer, British Gas can pay a cash settlement for Mr C to have this done by his own contractors. The amount would have to be agreed.

I also consider that British Gas should pay £150 for the trouble this matter has caused Mr C. The site has been left unsightly for longer than necessary and this will have caused inconvenience and frustration.

My final decision

I uphold this complaint and require British Gas Insurance Limited to do the following:

- make good the excavated areas, by installing a suitable compacted base ready for the stones to be laid on top; and
- pay Mr C the sum of £150 compensation for the distress and inconvenience caused by its handling of this matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 16 November 2020.

Harriet McCarthy
Ombudsman