

The complaint

Mr C complains that British Gas Insurance Limited (BG) failed to repair a leak properly following a claim under his home emergency insurance policy.

Reference to BG also includes its agents where applicable.

What happened

In September 2016 Mr C contacted BG as he discovered a leak in his home. It sent an engineer who exposed pipework at where the leak was thought to be positioned. He found that the pipes had not been lagged and advised Mr C to get them lagged in order to maintain cover. This engineer did repair the leak.

In October 2016, Mr C had cause to contact BG as he had another leak in another part of the house. Nearly three years later in August 2019, Mr C found another leak and contacted BG. It sent an engineer who dug up the floor and found multiple leaks. He also found that the pipework still hadn't been lagged as Mr C had previously been advised to do in 2016. Consequently, Mr C had to pay for the repair of the leaks and the pipes to be lagged as they weren't covered under the policy.

Mr C was unhappy that he had to pay £804 for the pipework and £1,120 in respect of the new flooring that was replaced twice. As well as £7,200 for new kitchen units that were also replaced. He complained to BG that its engineer should have exposed the pipework to its extremities to properly repair the problem in 2016 when it took up the floor. He sought reimbursement for the flooring and the pipework.

In its final response, BG said that as the pipes were not lagged (as it had previously advised Mr C to do) the work to repair the leak wouldn't be covered by the policy. In addition, it said it wasn't possible for the leak which happened in 2016 to only present in 2019. Mr C wasn't satisfied with this outcome and referred his complaint to this service.

Our investigator didn't uphold his complaint. He said that BG had applied its policy terms fairly as it had told Mr C that unlagged pipework buried under concrete wouldn't be covered. He also questioned whether it was possible for a leak to be present in the pipework since 2016, but not be noticed until 2019.

Mr C didn't accept our investigator's view, but ultimately agreed that BG wasn't responsible for the repairs and accepted that it had applied the policy exclusions correctly. He also said that the main issue of complaint was with the engineers that BG used. He felt that the engineers failed to expose the pipework to its extremities, which it should've done under the terms and conditions of the policy. So he asked for the complaint to be referred to an ombudsman.

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.

Having done so, I won't be upholding this complaint. I realise this will be a disappointment to Mr C, but I hope my findings go some way in explaining why I've reached this decision.

Mr C has accepted that BG fairly applied its policy exclusions correctly but felt that the BG engineers that BG chose to use, failed to carry out the repairs correctly. One of the terms of the policy is that BG is permitted to instruct '*suitably qualified contractors*' to carry out work, which is what had happened here.

BG has confirmed that those contractors were aware of the terms and conditions of the policy and I am satisfied that this was the case as it was the contractors who notified Mr C that without the pipework being lagged, future claims wouldn't be covered.

Mr C has said that it was the contractors who ought to have exposed the pipework fully and because of this, the repairs weren't correctly carried out. He said that he got this information from engineers who attended his home on different jobs, one quite recently. I asked Mr C if he could provide evidence from one of the engineers he says told him the pipework should've been exposed as part of the initial repair. Unfortunately this wasn't provided.

I asked BG its opinion as to whether the pipework should've been fully exposed. It said that it maintained its position as outlined in its final response, in that Mr C had been previously told that he needed to lag the pipework as failure to lag the pipework would mean that any future claims wouldn't be covered. BG also said that it had written acceptance from Mr C confirming that he was aware that any future claims would be declined if the pipework wasn't correctly installed.

It is not in dispute that a leak happened in September 2016 and although the pipes were not correctly lagged, that leak was repaired. I am persuaded that BG told Mr C that without the correct lagging of the pipes, any future claims wouldn't be covered. I note that there were no leaks for nearly three years. So I am satisfied that the repair then, resolved the issue and I don't consider it fair that Mr C expected the entire pipework to be exposed, when the leak was fixed.

In 2019, another leak appeared. I accept that it was in the same area, but I am more persuaded by BG's comments that the leak happened more recently rather than nearly three years earlier. As I would've expected a leak with multiple separate leak areas to show signs of damage or water marks substantially earlier. So I don't think the leaks were as old as Mr C had believed.

Overall, I think that BG has dealt with Mr C reasonably and I am satisfied that it applied the policy exclusions fairly. So I won't be asking BG to do anything more to resolve this complaint.

My final decision

My final decision is that I don't uphold this complaint, for the reasons given.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 4 December 2020.

Ayisha Savage
Ombudsman