

The complaint

Mr G complains that British Gas Insurance Limited has treated him unfairly when handling a claim made on his home care policy.

What happened

Mr G made a claim under his home emergency/care policy for British Gas to repair a water leak that he'd been informed of by his water company. British Gas sent an engineer to track and trace the leak with a number of excavations carried out with flow rate tests completed. This was done with a "cut and cap" technique. The engineer felt there was a leak between the property and the mains stop tap and this would need repairing.

Mr G was informed British Gas would repair around 20 meters of the pipework. He wanted all of the pipework replacing from the property boundary to his home which totalled around 60 meters. British Gas didn't think this was necessary as it would only need to replace the pipework which contained the leak. But it said it would conduct a water flow test ahead of any repair work to the pipe being completed.

British Gas attended the property in February 2022 and completed works to repair the leak. This involved using a moling technique to lay a new water pipe in the ground without the need to dig a trench. British Gas said the waterflow rate after the work was good and even though the litres per minute was lower in the house compared to where the pipework entered the property boundary, the engineer felt this was explained by the reduction in the size of the pipework as it moved from 22mm to 8mm.

Mr G doesn't think the water pressure has returned to the levels he had previously and he thinks British Gas caused this with its initial track and trace work. When the pipe was cut and capped, it needed to be fixed with couplers before being re-laid. Mr G feels the presence of the couplers left on the pipe is causing the reduced water pressure. But he has no reading of this previously and has based this on his experience of the water pressure previously only.

Mr G later had some groundwork completed on his property. During the course of this, damage was identified to the rainwater clay drainage pipes. The repaired water pipe had been laid through these when moled into the ground and Mr G asked that British Gas cover the repair cost of this.

Our investigator looked at the complaint and felt British Gas needed to do something to put things right. He said that he felt it was fair that British Gas attend Mr G's property to assess the water pressure levels and determine whether these are lower than they should be. If they are, it should take steps to rectify this. He also felt it was fair that British Gas cover the repair costs that Mr G said he incurred when his rainwater drainage needed fixing. He also felt it was fair the British Gas recognised the distress and inconvenience Mr G had experienced when dealing with this claim and it should pay £250 to Mr G in recognition of this.

British Gas didn't think it needed to pay for all of the costs claimed for by Mr G. It said it didn't think it was reasonable to say six meters of clay piping needed to be replaced as it could have done a spot repair around the damaged area. It felt costs to cover a meter were

fair. Mr G didn't accept this offer and our investigator's opinion remained unchanged.

Because British Gas hasn't agreed with the recommendation, the complaint has been passed to me for decision.

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've decided to uphold this complaint for much the same reasons as our investigator and I'll explain why.

When the complaint was first brought to this service, it was focused on the water pressure and whether British Gas should do anything else to rectify this and the water leak. It was later the damage caused when this was completed was identified and Mr G asked for this to be refunded. This was considered as part of this complaint and British Gas has given its comments on this and what it thinks is fair. So I think it had the opportunity to consider this and it is right that it is dealt with as part of this complaint.

British Gas completed the repair works to Mr G's water pipe in February 2022, replacing the amount of pipe it felt was needed to do this. It didn't replace all of the pipework but I don't think it needed to. Providing the repair is effective and lasting, it has done what it needs to and Mr G's concerns about it increasing the amount of pipe repaired are not because there are concerns about a leak still be present, but because he is worried British Gas has reduced the pressure with its earlier works.

Mr G doesn't think British Gas has fixed his overall problem which is a drop in his water pressure and he feels this has been noticed since British Gas first attended and cut and capped his water pipe when tracing the leak. And there was no indication of an increase in the pressure level after the leak was repaired.

I understand why Mr G is concerned about this, but I've not been provided with anything which demonstrates there was a drop in the pressure beyond Mr G's opinion on the matter. So in the absence of anything else, I don't think it's fair to say British Gas has caused this to drop.

British Gas has said it is willing to assess the water pressure at Mr G's property again and determine whether there is an issue here. I think this is fair and it will need to determine, based on the water flow test results now, whether it thinks there is an issue. And in the absence of Mr G being able to evidence what this was previously; this is a fair resolution for his concerns.

British Gas has questioned why six meters of pipework repairs were required to the drainage pipe at Mr G's property. Mr G hasn't been able to provide any additional photos of the damage beyond the original photo supplied showing the new water pipe in the drainpipe. He's said the repair couldn't be done by simply replacing one meter of pipework because of the need to ensure a consistent fall on the drainage pipe. For this to be achieved six meters of pipe in total needed to be replaced to allow for avoiding the newly laid waterpipe.

The photo provided demonstrated the water pipe had damaged the drainage pipes and while I understand British Gas's concerns about the need to replace as much pipe as Mr G did, I don't think what has been completed was unreasonable. And because the fall of the pipework would need to be adjusted to avoid the water pipe in the middle, I'm persuaded that Mr G acted fairly when having the repairs completed that he did. This was to repair the

damage caused by British Gas's engineer when the repair work was completed and because of this, I think it's fair that it covers the cost of the invoice supplied by Mr G.

There has been delays to the handling of this claim and I think British Gas could have taken steps to work with Mr G sooner. This may have allowed it to repair the damaged drainage pipe itself. I've seen Mr G has made multiple attempts to contact British Gas to progress the claim and had a number of enquiries unanswered and this will have added to the distress and inconvenience of the situation. I think it is fair that British Gas recognises the impact of this and pays Mr G £250 for the distress and inconvenience caused with its handling of this claim.

Putting things right

British Gas should do the following to put things right.

- Reassess the water pressure at Mr G's property. If it feels this is below where it should be, it should take steps to rectify this.
- Pay the costs incurred by Mr G when he needed to pay for repairs to his rainwater drainage. If this cost has been paid by Mr G, it should add 8% simple interest to this amount from the date of payment until the date it provides the refund.
- Pay Mr G £250 for the distress and inconvenience caused with the handling of this claim.

My final decision

For the reasons I've explained above, I uphold Mr G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 2 June 2023.

Thomas Brissenden
Ombudsman