

## **The complaint**

Mrs S has complained about the service she received from British Gas Insurance Limited (BGIL) when she made a claim under her Home Care cover policy.

## **What happened**

Mrs S made a claim to BGIL when she discovered water damage in her home. A number of engineers attended over a four month period. A first leak was found and repaired - but there was still a leak and this was eventually discovered coming from a different area. BGIL found the second leak was caused by an incorrect connector being used when a pipe had been installed. As BGIL excluded cover for damage caused by poor workmanship, it didn't agree to meet the costs to repair the damage caused by tracing the second leak.

For the delays and inconvenience caused by the number of appointments needed, BGIL apologised and paid Mrs S £100 compensation. But it said not every fault is easy to identify and fix immediately.

Mrs S remained unhappy and asked us to look at her complaint. Our Investigator thought BGIL had done enough to resolve the complaint.

Mrs S didn't agree. In summary she says there was only one leak which was made worse because BGIL failed to identify it. She wants BGIL to pay to repair the damage caused looking for the leak - and she wants it to reimburse her for the excess she paid of £60 as she says it didn't fix the leak. She says she had to pay approximately £600 to have the leak repaired.

So the case has been passed to me to decide.

## **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 understand Mrs S has been caused some distress and inconvenience while making her claim. Unfortunately some of this is inevitable when a leak occurs and it isn't always immediately clear as to where the leak is, and if there is more than one.

In recognition of the time it took to deal with Mrs S's claim and the inconvenience caused, I think BGIL's compensation of £100 and apology is reasonable.

I understand Mrs S says BGIL didn't repair the leak - and that it was one leak which became worse. I haven't received any evidence from Mrs S to show this. Our Investigator explained that if Mrs S is able to obtain an expert opinion to contradict the engineers' information to BGIL, she will need to provide this to BGIL for review.

Mrs S's policy says the following:

*“We won’t be responsible for repairing any pre-existing damage, nor will we replace or restore the original surface or coverings, for example, tiles, floor coverings, decoration, grass or plants*

*We’re not responsible for any loss of or damage to. or cleaning of property furniture or fixtures as a result of your boiler, appliance or system breaking or failing unless we caused it. For example damage caused by water leaks. We’re also not responsible for any losses incurred as a result of delayed, rearranged or cancelled appointments”*

Having identified that the second leak was caused by the installers incorrectly using a pan connector as an elbow to connect the downpipe downstairs, BGIL has applied the following exclusion:

*“Pre-existing faults*

*Your products don't include cover for any faults or design faults that:*

- were already there when your boiler, appliance or system was installed:*
- existed when you first took out the product:*
- we’ve told you about before and you haven’t fixed, or. if the work has been completed by a third party, where work, in our opinion, has not been completed to a satisfactory standard:*
- we couldn’t reasonably have been expected to know about before, for example, faulty pipes that don’t have the correct protection, or which are buried under concrete floors: or*
- prevent access because a part of your system has been permanently built over”*

It is unfortunate that there was consequential damage to Mrs S’s home in finding the source of the leaks in order to fix them. But I don’t think BGIL is responsible for carrying out repairs in this case. So I think BGIL has done enough to resolve Mrs S’s complaint and acted in line with the policy terms.

**My final decision**

I’m sorry to disappoint Mrs S. But for the reasons I’ve given above, my final decision is that I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs S to accept or reject my decision before 7 July 2023.

Geraldine Newbold  
**Ombudsman**