

## The complaint

Mr M complains British Gas Insurance Limited refused to carry out repairs under his Homecare insurance policy following a leak.

## What happened

The background to the complaint is well known to all parties so I won't repeat it here. Instead I'll focus on giving the reasons for my 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.

Mr M held Homecare cover with British Gas, which included plumbing cover. The plumbing cover is intended to respond to occasional sudden and unexpected events, such as a leaking pipe, or a blocked sink. It's not intended to provide cover for all eventualities, such as the replacement of a failing plumbing system.

In 2022, Mr M reported various leaks to British Gas which they repaired. And in June 2022, after a fourth visit, it was said a pipe burst at the next weakest point, and pipework needed replacing as leaks will continue to happen if not – as they did during 2022. Then, in November 2022, British Gas concluded the leaks stemmed from an inherent problem with Mr M's plumbing system and that the entire run of pipes needed replacing. Mr M says British Gas caused the problem, but I'm satisfied it's most likely the result of an inherent plumbing system issue. I say this for the following reasons:

- British Gas attended various leaks, in different places. This number of leaks in a short time isn't normal and suggests a wider issue.
- There is no compelling evidence to suggest British Gas' repairs led to further leaks, as Mr M suggests.
- Mr M's own engineer concluded *"Pipe leaking from speedfit fitting. Pipe did not have any inserts and was on heating side. Have advised customer to **get all pipework checked** [my emphasis] as if they have not been installed correctly to manufacturers spec they will leak as they will need inserts installing."* This suggests the engineer thought the problem might have been a system problem, rather than an isolated single leak/repair.
- Mr M called out another engineer due to the frequency of leaks. They went out to replace the entire run of pipes which Mr M says resolved the issues. It seems unlikely this is something Mr M would have agreed to (and paid for) unless he (and the second engineer) thought necessary.
- While Mr M's property was only about 17 years old, that doesn't necessarily mean the plumbing system was durable to the point it could not start to fail at or around this time.

Mr M's complaint is that rather than insist he replaced the run of pipes (which wasn't covered by the policy) British Gas ought to have continued with repairs. I don't find British Gas could

reasonably be expected to continue to respond to leaks indefinitely though. And I find once it became apparent British Gas couldn't complete a full, lasting, and effective repair under the policy, it was reasonable for them to excuse themselves from further involvement while Mr M undertook the necessary replacement work.

The claim notes suggest the November 2022 leak wasn't the first instance of it being highlighted that the pipework needed to be replaced. British Gas say they've attended approximately 70 jobs raised for Mr M's property, mostly for pipe bursting issues. I note during the November 2022 visit, Mr M says British Gas told him another patch repair would only lead to further leaks, so I find British Gas' conclusion that pipes required replacing was a fair and reasonable one. It follows I don't require British Gas to take any action here.

I'm aware Mr M is also concerned with the customer service he received from British Gas. I agree the service could have been better at times. For example, British Gas could have made it clearer, sooner, of the need for Mr M to replace the run of pipes. However, I'm not persuaded the service was so poor, and the impact so great, that compensation is appropriate.

I appreciate my decision will come as a disappointment to Mr M. But it ends what we – in attempting to resolve his dispute with British Gas – can do for him.

### **My final decision**

For the reasons I've given above, my final decision is I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 8 June 2023.

Liam Hickey  
**Ombudsman**