

The complaint

Ms E complains that British Gas Insurance Limited (“British Gas”) didn’t carry out effective repairs under her home emergency policy to water pipes on her property causing damage to her home.

What happened

The circumstances of this complaint are well known to both parties, so I’ll only summarise them here.

- Ms E tells us she has experienced leaks from water pipes in 2018 and again in March 2020.
- Ms E tells us it was agreed the entire pipe be replaced but she later established this hadn’t happened as she experienced a further leak in November 2020 and again in December 2022.
- Ms E tells us the leak has caused thousands of pounds worth of damage to her basement floor and walls.
- British Gas say it didn’t agree to relay the entire pipe, it tells us it had carried out an emergency repair and it advised Ms E that relaying the pipe was something she might consider and wasn’t covered under the home emergency policy.
- British Gas say its homecare policy covers emergency repairs, not maintenance cover or preventative measures.
- British Gas tell us its repairs are guaranteed for 12 months, all the repairs it carried out were to older parts of the pipe, not to previous repairs and none of its repairs had failed.
- British Gas say it made a goodwill gesture to Ms E in recognition of delays in the handling of Ms E’s complaint.
- In its final response letter British Gas didn’t uphold Ms E’s complaint. It confirmed it had carried out spot repairs in July 2017, July 2018 and November 2020 and it had recommended a relay of the entire pipe. It said the 2022 repair was unrelated to previous repairs.
- Ms E wasn’t happy and brought her complaint to this service.
- Our Investigator said he didn’t think British Gas had done anything significantly wrong and that he wouldn’t be asking it to do anything further. He didn’t think British Gas had caused or were responsible for the leaks that occurred in 2022 and it had met its obligations under the terms of the policy.
- Ms E remained unhappy and asked that an ombudsman decide her case.

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've reached the same outcome as our investigator, and largely for the same reasons.

There is no dispute the policy provides cover for unlimited repairs to the water supply pipeline within the property boundary.

In common with other providers there is a general condition in the policy for 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..."*

I find this exclusion clear.

The terms and condition of the policy also sets out the following general exclusion:

"Any other loss or damage

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."

I find this exclusion clear, and I've seen no evidence British Gas caused the damage.

Ms E says British Gas told her it was their responsibility to replace the whole pipe and in 2020 it commenced this work but didn't replace the entire length of the pipe. And had it done so the 2022 leak would not have happened. However, Ms E hasn't provided any evidence to support her opinion that British Gas had agreed to replace the entire pipe. But importantly there were no leaks from the pipe for over 2 years, and the spot repairs British Gas carried out had not failed so I'm not persuaded British Gas has caused the damage.

On balance I'm more persuaded by the evidence British Gas has provided, and it advised Ms E to relay the entire pipe. The leaks occurred to an old lead pipe, and British Gas has carried out the repairs it's required to under the policy. And whilst it chose to replace a section of the pipe, I find it unreasonable to expect British Gas to carry out work that isn't covered under the home emergency policy.

My final decision

For the reasons above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms E to accept or reject my decision before 20 September 2023.

Martyn Tomkins
Ombudsman