

The complaint

Mr B is unhappy that British Gas Insurance Limited (“BG”) declined his claim for a leaking waste pipe and refused to make good the inspection hole in his ceiling.

What happened

The background to this complaint is well-known to both parties, so I’ve summarised what I think are the key events.

Mr B had plumbing and drains cover, underwritten by BG, which provided for unlimited repairs to the plumbing system. He claimed under the policy when a leak started to cause damage to his kitchen ceiling. On 30 September 2024, BG attended and identified that the leak was coming through the ceiling when the shower was used. BG arranged a second appointment for 3 October to access the area under the shower tray through the kitchen ceiling.

During the second appointment, BG cut out part of the ceiling and identified that the leak was from the shower waste flexi-pipe. BG made a temporary repair and said the leak was caused by the poor fitting of the waste pipe. As the policy didn’t provide cover for correcting poor workmanship, BG offered to quote for refitting the shower waste. Mr B declined.

On 8 January 2025, BG attended again after Mr B claimed for the same leak. It declined cover for the same reasons as before.

Mr B complained to BG. He said his policy provided for unlimited repairs, his own plumber had confirmed that there was nothing wrong with the fitting of the waste pipe, and he was unhappy that BG had refused to make good the hole it had created in the kitchen ceiling.

BG issued its final response, dated 11 February 2025, in which it maintained that the leak was due to poor fitting of the waste pipe, and that it was not responsible for reinstating the kitchen ceiling. So Mr B brought his complaint to us.

Our investigator thought that BG had declined the claim fairly and reasonably under the terms of the policy. He also thought that as Mr B would’ve needed to access the pipe for his own repairs, there was little benefit in BG reinstating the ceiling. Therefore, our investigator didn’t think it was unreasonable that BG refused to repair the access hole.

Mr B didn’t agree. He provided confirmation from his plumber that the flexi-pipe was in line with regulations and details of the repair completed. Mr B wanted BG to pay for the repair, or to provide compensation.

Because Mr B didn’t agree with our investigator’s view, the complaint was 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.

Having done so, I've decided not to uphold Mr B's complaint for broadly the same reasons as our investigator.

The Financial Conduct Authority's rules (ICOBS 8.1.1) say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. In reaching my decision, I've taken into consideration the regulator's rules, the policy, and the evidence provided by both Mr B and BG. Where the evidence is contradictory I've based my decision on what I think is most likely to have happened.

Our rules don't require me to comment on every point or every piece of evidence, so I've focussed on what I think are the key issues of Mr B's complaint.

Policy

Mr B said the policy provides for unlimited repairs. While I agree on that point, the terms and conditions set out some clarifying detail. In the general exclusion section, and in the insurance product information document, the policy confirms that cover is not available for design faults.

Reason for decline

BG declined the claim because the fittings had been poorly installed. While it completed a temporary repair, BG said the pipework needed refitting.

I've looked at the comments made by Mr B's plumber and BG in respect of the pipe fitting, and compared the description with the photos supplied by both parties. Having done so, I'm persuaded by BG's evidence. I understand that the use of a flexi-pipe is not a design fault, and I accept Mr B's comment that it is designed to bend around obstructions. But I don't think BG has said anything to the contrary. What BG said was that the "flexi is under tension and keeps popping out...a full repair would require making more access and re-piping the waste back through the joist".

I think this has been taken to mean the flexi-pipe has been stretched too much. However, the photos show that the connector between the rigid pipework and the flexi-pipe is sitting on the edge of the joist and the flexi-pipe bends straight down. So the tension is being created on the join between the flexi-pipe and the connector – hence BG's comment that it "keeps popping out". Had the pipework design allowed for a length of flexi-pipe before bending around the joist, then the tension would likely have been correctly on the design of the pipe rather than the rigid connector.

Both BG and Mr B's plumber confirmed that the connection is faulty and the source of the leak. And based on the photo evidence, I'm satisfied that BG reasonably concluded that it was poorly fitted.

Therefore, I find that BG reasonably relied on the policy exclusion for design faults to decline Mr B's claim.

Reinstatement

Mr B complains that BG didn't repair the ceiling after it created the access hole. The photos of the kitchen ceiling on the first visit show a hole which appears to be caused by the leak. Subsequent photos show the larger, cut access hole created by BG. The final visit photos show the hole with some evidence that a repair, albeit temporary, had been made and removed.

I've decided that BG fairly declined the claim, which means that Mr B would've needed to arrange his own permanent repair. Whether or not BG ought to have repaired the ceiling, there would've been little benefit in doing so. Access was still needed for the permanent repair, so it made sense to leave it open.

The evidence shows that Mr B didn't arrange the permanent repair but, later, asked BG to attend again. It declined the claim again for the same reasons, which I think was fair for the same reasons. But this demonstrates that access was still needed through the ceiling.

Even so, I've already said there was a hole in the ceiling, caused by the leak, before BG first attended. The policy doesn't provide cover for repairing pre-existing damage, so I see no reason for BG to complete a repair.

Based on the evidence, I'm satisfied that the professional reports from both BG and Mr B's plumber confirm that the poor connection was the source of the leak, and as the policy doesn't provide for poor design, as shown by the photos, I'm satisfied that BG fairly declined the claim. And as I've set out, the ceiling damage was present before BG attended, so I see no reason to ask it to complete a repair.

My final decision

For the reasons I've given, my final decision is that I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 9 October 2025.

Debra Vaughan
Ombudsman