

complaint

Mr M complains that British Gas Insurance Limited didn't replace his water supply pipe under his HomeCare policy.

background

Mr M had issues with his water supply. British Gas' plumbers looked into the problem under his policy. It thought there was debris in the water pipe and suggested a replacement. There was a delay in the work happening. After discussion between the plumbers and the water board it was found that the debris was due to building work in the area. The water company replaced the main water supply pipe connecting to Mr M's house.

British Gas' plumbers dug a hole on Mr M's property while they were looking into the problem. It said there was no leak in the pipe on his property so the pipe didn't need replacing. The plumbers didn't fill in the hole. They initially denied that they had dug the hole, but having investigated British Gas accepted it was its plumbers' responsibility and filled the hole.

Mr M complained. He says the hole hadn't been properly repaired. And he wants British Gas to replace the pipe on his property as he still has problems with water flow. He thinks this is due to blockage in the pipe. He is also unhappy about the delays and poor service by British Gas.

After Mr M complained to us British Gas offered him £150 compensation for the upset and inconvenience caused by its actions. But it said the pipe didn't need replacing so that wouldn't be covered by the policy. And the hole had been repaired in line with the standard under the policy.

provisional decision

I made a provisional decision. In summary I said:

the pipe

Mr M's policy covers *"blockage, collapse or leakage of the mains water supply pipe from and including the stopcock in (his) home up to where it is connected to the public or shared water supply pipe within the boundary of (his) property, if (he) is responsible for this"*.

Mr M says British Gas' plumbers told him that the problem with his water flow was due to debris in the pipes which was causing a blockage, at least intermittently. He doesn't understand why British Gas hasn't returned to fix the problem when it said it would. I understood his position as British Gas' report of 19 November said if the pipe work carried out by the local water company didn't solve the problem it would replace the water pipe.

British Gas said it had established that Mr M's ongoing problems wasn't caused by a leak but had given no detail about what was wrong with the water flow. The policy cover isn't limited to repair/replacement due to leaks. Mr M believes the problem is still due to debris in the pipe causing blockage.

Until it'd been established what, if anything, is causing the water flow problem I couldn't say whether it was work that British Gas should reasonably carry out under Mr M's policy. So a fair solution was for British Gas to do an inspection (at no charge to Mr M) and report on

what the problem is. When sending the report it should tell me whether it thought any repair/replacement work that is required is covered by the policy, and if not why not. I would then make a decision on the information I had.

repair of hole

The policy is clear about the level of repair that British Gas is required to do. It should fill in any holes and leave the surface level if it has to access Mr M's system to carry out a repair. But it need not replace the original surface or construction. I'd seen the photo that Mr M sent. It was difficult to see from the photo if the repaired surface is level but there didn't seem to be an obvious problem. So the surface repair looked acceptable under the policy terms. As it was likely that British Gas would need to make another hole for its inspection, it and Mr M needed to bear in mind the level of repair to the surface it needed to do under the policy terms.

compensation

British Gas' service had been poor, in particular it's plumbers' initial denial of responsibility for the hole on Mr M's property. But its offer of £150 was reasonable compensation for Mr M's upset and inconvenience. British Gas should tell me whether this had already been paid to Mr M.

responses to my provisional decision

British Gas said it had done an inspection which showed the problem was the poor condition of the water supply pipe which allowed debris/grit into the pipe. As the work by the water company hadn't resolved the issue, it would complete a full repair in line with the policy terms 'if possible'.

We told Mr M we thought British Gas had made a reasonable offer and asked if he had any comments. He thought British Gas was 'hedging its bets' by saying it would repair within the policy terms 'if possible'.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

British Gas has now said it will do the necessary repair work in line with the policy terms. I appreciate that Mr M is concerned it has added 'if possible' but it need only do work under the policy that is covered by the policy. Having said that, I expect British Gas to apply the policy terms reasonably. And if there is work that it won't do under the policy it should give Mr M a clear explanation why.

If there are further issues about the work that can't be agreed then Mr M can make another complaint to us if he wishes.

Neither party has made any comments on my provisional findings about the repair of the hole or compensation so I've no reason to change my findings on those matters. For the reasons I've given in my provisional decision, I find the surface repair that was in dispute looked acceptable under the policy terms and £150 is fair compensation for Mr M's upset and inconvenience. British Gas hasn't said if it's already paid that sum to Mr M, for the avoidance doubt it's £150 in total including any sum it's already paid.

my final decision

British Gas Insurance Limited has now made a reasonable offer in response to Mr M's complaint. As it's offered, I require British Gas Insurance Limited to:

- do the necessary repair / replacement work in line with the policy terms, and
- pay Mr M £150 compensation in total.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 22 March 2016.

Nicola Sisk
ombudsman