

The complaint

Mr H complains about the standard of repairs carried out by British Gas Insurance Limited under a claim made under his HomeCare insurance policy in 2019.

What happened

Mr H holds a HomeCare policy with British Gas. He made a claim in 2019 after there was a leak in his bathroom. British Gas's contractor replaced a fitting for the wash basin waste pipe (located behind the bath panel).

Then in July 2023, there was a further leak in the bathroom. Mr H again made a claim, and was charged an excess by British Gas. One of British Gas's contractors attended and found there was a damaged connection on the wash basin waste pipe, and so this was replaced.

Mr H complained to British Gas as he thought the new leak had been caused by its contractor's previous poor workmanship in 2019. He was unhappy he'd been charged an excess, and said that the new leak had damaged the bathroom floor and the kitchen ceiling below needed to be repainted.

British Gas didn't accept responsibility for causing the 2023 leak. Though it did pay Mr H £100 for the delay in dealing with the claim. Unhappy with this response, Mr H brought a complaint to the Financial Ombudsman Service.

Our investigator didn't recommend the complaint be upheld. She didn't think the evidence showed that the 2019 repair had failed because of poor workmanship.

Mr H didn't accept our investigator's findings, and so the matter has been passed to me for a 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.

The policy says that British Gas guarantees to repair or replace any faulty parts it has supplied, or fix any faulty work it has done for 12 months from the date it did the work. It's not in dispute that nothing went wrong with the 2019 repair within 12 months of the work being done.

As our investigator has explained, when an insurer carries out a repair, we'd expect this to be an effective and lasting repair. In other words, the repair should last for a reasonable amount of time. What is considered a reasonable length of time will depend on the type of repair being carried out.

The contractor firm said that the basin waste pipe should be plumbed in straight down to the soil stack. However, in Mr H's bathroom, the waste pipe is instead plumbed in under the bath. They said that when the bath is filled with water, the weight of this would put pressure

on the pipework below. They thought this was a design flaw with the system and said this could potentially disturb the pipes and joints.

I've looked at photos of the area, and I do appreciate Mr H's point that the underside of the bath is quite far away from the pipework. So it seems unlikely that the bath disturbed the pipes and joints (though I have only seen one angle). However, the contractor firm also made the point, not unreasonably, that components and fittings do become defective over time.

Given that the 2019 repair lasted around three and a half years, I don't think I can reasonably conclude that there was poor workmanship with the initial repair or that it wasn't effective or lasting.

Mr H says the contractor that attended the 2023 leak said this was caused by human error. British Gas did look into this, though the contractor says he doesn't recall saying this. So, we have no evidence to show that the 2023 leak was due to a mistake made by the previous contractor.

I therefore don't hold British Gas responsible for the damage that was caused in the 2023 leak. I'm also satisfied it was reasonable for British Gas to treat this as a new claim and charge a new excess. Though I understand a second excess for an unrelated claim was mistakenly waived by British Gas the following month, as it thought it related to this claim. British Gas has confirmed it won't be requiring Mr H to pay this.

British Gas caused some delays when dealing with the claim, as it was corresponding with the contractor firm about the matter. I see it paid Mr H £100 compensation for this (though Mr H says he actually received £120). I think this was reasonable and recognised the inconvenience caused to Mr H.

Whilst I recognise my decision will disappoint Mr H, I don't uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 12 April 2024.

Chantelle Hurn-Ryan
Ombudsman