

The complaint

Mr W complains that British Gas Insurance Limited provided a poor standard of service when he made a claim for a leaking gas pipe and placed his new pipe in an unsafe area.

What happened

Mr W held an insurance policy with British Gas to cover his central heating system.

On 23 June 2023 Mr W reported a potential gas leak. The engineer attended and determined that they would re-run the gas pipe on the exterior of the property.

Mr W was unhappy with the location of the pipe and asked if it could be run underground, but British Gas said that it wasn't possible and ran it on the outside of the property.

Mr W complained to British Gas, but they didn't uphold his complaint about the pipe. However, they did accept there was a delay in communicating with him and offered £70 compensation. Mr W was unhappy and so he brought his complaint to us.

One of our investigators has looked into Mr W's complaint. She thought that British Gas had acted fairly and within the terms of the policy.

Mr W disagreed with our investigators view and so the case has come to me to review.

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.

I have to think about whether British Gas have properly fulfilled their obligations under the terms of the policy, and whether the service they provided was fair and in line with what we would expect – and if it wasn't, what is needed to put things right for Mr W.

Having done so, I'm not upholding this complaint and I'll explain why.

Under the policy cover is provided for:

“A replacement of the gas supply pipes that are visible and accessible if we can't repair them”

Under what's not covered it says:

“repairs to steel gas supply pipes or any gas supply pipes that are not visible or accessible”

I understand that the leaking gas supply pipe was embedded in the concrete flooring and so under the terms of the policy I wouldn't expect British Gas to attempt a repair that pipe as it wasn't visible or accessible.

British Gas agreed to run new pipes around the exterior of the building. They have explained to us that they wouldn't run a completely new gas supply by digging up a concrete floor throughout the house and re-laying it, because they can't be sure where the original pipe has been run, and there are risks involved such as damaging damp proof membranes, and any other pipes in the floor such as heating pipes.

I consider this approach is reasonable given the risks, provided that the alternative piping is safe and compliant with regulations. The alternative location was discussed with Mr W prior to being run, and it is safe and compliant with regulations – so I don't consider British Gas have acted unfairly here.

Mr W has said that he thinks that British Gas could have buried the pipe under the floor using the provision in the policy which says they will pay "Up to £1000 for getting access and making good for each repair". He has also requested that it is buried under the ground outside the property.

Mr W has told us that the location of the pipe interferes with his son's ability to play basketball in the garden as the basketball hoop is attached to the wall just above the pipe, and there is the risk of it being damaged by the ball.

I can appreciate that Mr W may consider the pipe to be unsightly on the exterior of the house and also that it might interfere with the ball games that his sons want to play against the wall. However, I'm satisfied that British Gas have complied with the terms of the policy in effecting the repair.

They have provided a new gas pipe which is safe and compliant with regulations because the leaking pipe was not visible or accessible and so not appropriate for repair. They have provided good reasons why they wouldn't dig the floor, and whilst there is provision in the policy for getting access and making good a repair, they weren't obliged to do so in this case as the terms of the policy exclude repairs to inaccessible pipes, and an alternative pipe could be easily run.

Mr W has also raised that he feels British Gas's action go against Treating Customers Fairly and the Consumer Duty. I've thought about this and the obligations placed on an insurer by these but it doesn't make any difference to my decision as I'm satisfied British Gas have acted fairly and reasonably and in line with the terms of the policy, as I have explained above.

Mr W was offered £70 compensation for a lack of response to the issues raised in July, and I'm satisfied that this is fair and reasonable for the delay in responding to his concerns.

My final decision

My final decision is that I'm not upholding Mr W's complaint and so British Gas Insurance Limited need do nothing further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 19 December 2024.

Joanne Ward
Ombudsman