

The complaint

Mr E complains about the way that British Gas Services Limited (BG) handled his claims under his home emergency policy.

What happened

Mr E came home to find that a tap was leaking, there was also an issue with a cistern. He called BG who sent an engineer and fitted a new tap and repaired the cistern.

Sometime later, Mr E noticed that the stopcock was leaking and believed that the engineer, who had fixed the tap had caused this new leak. BG attended and replaced the stopcock.

Mr E found that his outside drain was causing the waste water to miss the gully and flood, so BG carried out an emergency repair on the drain. Mr E said that BG told him that they would return to complete the repair. But he said that BG didn't return.

Mr E discovered another leak. He thought this leak was also the fault of BG as its engineer replaced a valve which caused an increase in pressure, that resulted in the leak. BG attended, resealed some pipework and fixed the leak.

A few months later, Mr E reported a further leak coming from his bathroom which affected the ceiling and walls below. BG sent an engineer who told Mr E that he would need to trace and access the leak via the ceiling. Mr E didn't want the engineer to put a hole in the ceiling and asked him to look under the bath instead. Mr E describes that the engineer removed the bath panel, touched the pipework under the bath and then left. Mr E said that following this a further leak occurred. But this time he asked his own engineer to repair the leak and decided to change his entire bathroom.

Mr E was unhappy with the service he was provided with from BG and raised a complaint.

He said that it hadn't repaired the outside drain properly as this was still causing waste water to miss the drain which was undermining the foundations of his property. He said that the engineer who had attended for the leak in the bathroom dislodged some pipes and made the leak worse. He wanted BG to contribute towards the damage caused to his walls and ceiling and to repair the drain.

In its final response, BG said that it wasn't responsible for the damage caused to the walls and ceiling. Mr E had refused to allow the BG engineer to access the leak via the ceiling and as there was no other way to access the leak under the bath, any damage caused was consequential and Mr E ought to claim under his home insurance.

It said that Mr E wanted a repair carried out to his drains that wasn't covered under the policy, especially as the emergency repair that had been carried out left the drain free flowing. So, there was nothing further BG could do.

Mr E was unhappy with this outcome and referred his complaint to this service.

One of our investigators considered the complaint and partially upheld it. She said that the drains policy didn't cover the repairs that Mr E wanted, so BG fulfilled its liability under the policy. She concluded that it was unclear if BG had caused additional damage to Mr E's walls and ceiling as there had been a previous leak, so she couldn't reasonably ask BG to pay for the cost of repairing the walls and ceiling. But she felt that the repair had failed, so she recommended that BG pay £100 for the inconvenience caused.

BG accepted the findings, Mr E did not. He said that the £100 offered was insulting and that he would not be able to find anyone to carry out the work needed for that sum. He said that he intended to give the money away to charity and he would match that sum. So, he asked for a decision from an ombudsman.

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 won't be upholding Mr E's complaint. I realise this will be a disappointment to Mr E, but I hope my findings go some way in explaining why I've reached this decision.

Mr E has relied upon a few points, all of which I have considered. However, I only need to be satisfied whether BG acted fairly and reasonably towards Mr E, when it handled his claim. Consequently, I've concentrated on what I think is the crux of this complaint. The two main areas that Mr E complained of BG's poor service, relate to the outside drain and the leaks that caused damage to Mr E's internal walls and ceiling.

Mr E had a BG home emergency policy which amongst other things covered his home for home emergencies for plumbing and drain problems. Dealing with the outside drain, Mr E said that the drain had developed a crack that caused it to misfire waste water and resulted in the drain flooding. He called BG who carried out an emergency repair with cement and left the drain free flowing of water. But Mr E said that BG had agreed to return to cement around the drain. This wasn't done due to the government restrictions at the time.

I have examined this further. The terms and conditions of cover provide for repairs that repair and unblock drains to restore flow, which includes repairing leaks to internal waste water drains and external soil pipes. BG provided photos to show that the repair was complete as the free flow of waste water was restored.

BG told Mr E that the additional work that he wanted it to do, was not covered under the terms and conditions of the policy. It said that Mr E wanted an upgrade to the present system, which would amount to maintenance, and therefore not an emergency repair. Having considered this further, I agree. The basis of the policy was to provide an emergency repair that would restore the main function of the drain. From the evidence, this was achieved. So, I don't think BG were unfair to decline doing the additional work, as this would've been a general maintenance issue, which the policy doesn't cover.

I have next considered whether BG were fair to refuse to pay for the damage caused to Mr E's ceiling and walls, as Mr E would've liked. Mr E said he contacted BG who sent an engineer. That engineer diagnosed that the best way to access the leak was via the ceiling. But he told Mr E that there was a possibility that asbestos was present, which Mr E would have to get checked before BG attempted a repair.

Mr E asked the engineer to access the leak from the bathroom. Mr E said that the engineer dislodged some pipes in the process and caused a further leak. But before BG had had the

opportunity to inspect the leak, Mr E got an independent engineer to assess the leak and ultimately decided to install a new bathroom.

Mr E confirmed that he would not be able to get a report from his engineer that could show what was done and give an opinion on whether the BG engineer had caused a further leak. Without this evidence, I can't be sure that the damage that was caused to the ceiling and walls, wasn't as a result of the first leak that BG attended to. So, as there is no expert evidence from Mr E on balance, I think the damage caused to the walls and ceiling are likely to have been caused by the initial leak.

I understand that BG had accepted our investigator's recommendation to pay Mr E the £100 compensation for the inconvenience caused. But Mr E doesn't accept the recommended £100. Consequently, I won't be directly BG to pay Mr E the £100. Although Mr E can approach BG if he changes his mind and if BG are willing to pay him the £100.

Overall, I don't think BG had acted unfairly as it had carried out the repair of the drains as per the terms and conditions of the policy. And as Mr E hasn't provided any evidence of the work done by the independent engineer, I'm not satisfied that the damage caused to his walls and ceiling were as a result of the BG engineer dislodging pipework.

I fully appreciate that this is not the outcome that Mr E would've liked, and I am sorry to disappoint him. But I think BG has applied the policy terms fairly and I can't reasonably ask it to do anything more to resolve this complaint.

My final decision

My final decision is that I don't uphold this complaint, for the reasons given.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 31 August 2021.

Ayisha Savage
Ombudsman