

The complaint

Mrs M complains about the service she received from British Gas Insurance Limited (British Gas) when she made a claim under her HomeCare policy.

Mrs M is represented by her husband, Mr M, but for ease I'll refer to Mrs M throughout.

What happened

Mrs M holds HomeCare cover with British Gas, which includes cover for Plumbing and Drains. Since January 2020, Mrs M has experienced several problems with her shower, including blockages and leaks.

British Gas visited to carry out repairs and in February 2020 the shower drain was plunged, in order to restore flow. The shower was tested, and normal flow resumed.

Following this, around March 2020, Mrs M's shower began to leak so she called British Gas to make a claim under her policy. British Gas attended and said that the leak was as a result of the seals around the bath which wasn't covered under the policy, so no further action was taken at this point.

In July 2020 Mrs M contacted British Gas again as the shower had started to leak through the ceiling below. British Gas' engineer removed the side of the shower and fitted a new shower waste. As this couldn't be completed in one visit, an engineer returned on two further occasions to fit and seal the shower waste.

A few days later Mrs M contacted British Gas again, this time because the shower water wasn't draining properly. On this occasion, British Gas sent a third-party plumbing company who used a plunger to remove the blockage, until the drains ran clear.

Around a month later the drain blocked again, so Mrs M contacted British Gas once more. The third-party engineer attended and cleared the blocked shower drain with a plunger again. On this visit the engineer noted that the pipe had a poor fall meaning the pipe angle was shallow.

The company visited on a third occasion to remove the blockage – but said they could not guarantee that the same issue wouldn't continue due to the pipe.

In September 2020, as the drain continued to block, Mrs M complained to British Gas, she said she was unhappy with the service she'd received, and given the problem was still happening after numerous visits, that the work wasn't completed to a good standard. She also thought the poor workmanship had caused a leak through their ceiling.

British Gas didn't uphold the complaint. It acknowledged the service provided could have been better. However it said as the access points had been made good, this had now resolved matters.

Mrs M didn't agree. She said British Gas should have repaired the issue under their HomeCare policy, and because it didn't, she wanted a refund of her premiums. Mrs M said she'd also had to pay her own builder to repair the pipe costing £800. She said she shouldn't have needed to pay this and thought British Gas should cover this cost. So she asked this service to look into her complaint.

Whilst our investigator was reviewing Mrs M's complaint, British Gas made an offer of £100 to apologise for the service it had provided. Our investigator thought this was fair compensation but didn't uphold the remainder of Mrs M's complaint. She said that whilst British Gas had made numerous attempts to fix the blockage, it had found that the issue was as a result of poor pipe fall, which was an existing fault not covered by the policy.

She also explained that whilst this issue wasn't covered by the policy it didn't mean that Mrs M should receive a refund of their premiums, or that British Gas should cover the cost of a new pipe.

British Gas agreed but Mrs M didn't. She said the problem was never resolved by British Gas because it hadn't been able to find the cause. She also didn't agree that the problem was pre-existing as it hadn't happened before and felt that £100 didn't resolve matters. So she asked that an ombudsman look into the complaint.

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 to uphold it in part. I'll explain why.

Repairing the seals in March 2020

Mrs M has said that British Gas didn't attend their property to look at the leak, due to the lockdown imposed by the UK Government as a result of the Covid-19 pandemic - but continued to decline this claim. So I need to see if British Gas fairly declined Mrs M's claim,

I've looked at the HomeCare policy terms and conditions under the plumbing section which says, "*what's not covered: Showers and their parts, shower pumps, sanitary ware, spa baths, seals and grouting*". I've also reviewed job sheets, provided by British Gas - which are completed by engineers each time they visit a site – and I've seen that British Gas visited Mrs M on 4 March 2020 – which was prior to the UK entering lockdown. The job sheet states, "*Shower seal gone. Customer to get private outside assistance*".

It goes on to say that the claim was rejected as it was for a seal, which is not covered by the policy. The terms and conditions are clear that repairs to seals are not covered under the policy. And whilst I can appreciate this was some time ago and it may be difficult to recall – given the challenges the pandemic has caused - the evidence I've seen explains the issue and shows an engineer visited. So I think it's reasonable that British Gas rejected this claim as it wasn't covered.

Therefore, I won't be upholding this part of Mrs M's complaint.

Fitting a new shower waste

In July 2020 Mrs M contacted British Gas because the shower began to leak through the ceiling below, and British Gas attended the property to carry out a repair.

Having reviewed the job sheets, I can see this work was carried out across three visits. During the first visit the engineer took off the side of the shower in order to fit a new shower waste. However, it wasn't until the second visit, four days later, that the shower waste was fitted. Mrs M then waited a further eleven days before an engineer returned to seal in the new shower waste, completing the job.

I can appreciate this would have been frustrating for Mrs M and I haven't seen any evidence from British Gas to explain why it took as long as it did to put things right. So I don't think British Gas treated Mrs M fairly here, and I'm upholding this part of the complaint.

British Gas has acknowledged this and offered £100 compensation. Mrs M has told us she had another shower she could use during this time. So whilst I recognise it would have been

frustrating, I think the compensation British Gas has offered for this delay is fair and reasonable under the circumstances.

Blocked Shower pipe

In August 2020, shortly after British Gas completed the work on the shower waste, Mrs M called to say the shower drain was blocked. An engineer from a third-party company, that British Gas use for this type of claim, attended to try to resolve the problem. I've looked at the job sheet from this visit, which says, "*Shower blocked, plunged numerous times, removed blockage, drain rate running all ok – also checked for leaks as trap [shower waste] was recently replaced*".

Mrs M said the blockage was as a result of the work British Gas carried out to repair the shower waste and that they'd not had this issue before, in the ten years they'd had the shower. However, based on job sheets I've seen, it appears Mrs M had encountered this issue previously, in January and February 2020, before the shower waste was changed.

I understand why Mrs M has questioned why it only caused a problem after ten years, given British Gas has said that it was a pre-existing fault. However, because of the type of fault, British Gas has said this problem can build up over time. I've also seen that the engineer who attended in August to fix the blockage, made an additional check for leaks as a result of the new shower waste and said he didn't find any problems.

Having looked at the HomeCare terms and conditions, I can see that under drains it says, "*What's covered: Unblocking drains to restore flow*". The job sheet from this visit also shows that the engineer unblocked the drain to a level that water was running suitably. In addition, whilst Mrs M did encounter the same problem again, it was another month before it happened. Given this I'm persuaded the engineer unblocked the drain sufficiently to restore flow, as required under the terms and conditions of the policy.

British Gas has said that if a problem persists, the next steps is for a further investigation to be carried out. On the next visit, the engineer cleared the blocked shower with a plunger, but, after further investigation, they also noted "poor pipe fall". British Gas has said that over time, given that water was not draining properly because the pipe was not at a steep enough angle, soap will build up causing the flow to be restricted.

In September 2020 the third-party engineer visited for the final time. On this occasion the job sheet stated: "*Plunged shower to remove blockage, can't guarantee as the same problem happens often due to faulty pipe*". British Gas say they were unable to repair the pipe as it wasn't covered under the policy. So I've looked at the policy terms to assess whether it was fair to decline cover here.

The HomeCare terms and conditions, under general exclusions, says, "*Pre-existing faults. Your products don't include cover for any faults or design faults that:*

- *Existed when you first took out the product [...]*
- *We couldn't reasonably have been expected to know about before, for example, faulty pipes [...]*"

Based on everything I've seen I'm persuaded that the blocked shower drain was due to the poor pipe fall, and therefore it would have been excluded under the terms of the policy as an existing fault. So I don't think British Gas acted unfairly in declining Mrs M's claim to repair the poor pipe fall.

Whilst I understand Mrs M said that British Gas didn't find the source of the problem, it seems to me that the poor pipe fall resulted in the pipe regularly becoming blocked. Under the terms of the policy, British Gas was only required to restore the water flow, which it did on each occasion. It wasn't required to carry out more extensive work. I understand Mrs M will be disappointed by my decision, but I don't think British Gas needed to do more here, so I won't be upholding this part of their complaint.

Poor workmanship

Mrs M has said that as a result of British Gas' poor workmanship she had to use her own builder to repair the pipe, which cost £800. I've seen the invoice the builder sent Mrs M, this says: "*additional costs involved as a result of poor workmanship*". So I've considered whether the actions of British Gas meant that Mrs M incurred additional costs.

Our investigator spoke to Mrs M's builder who explained he'd found a blockage in the pipe, which he would have expected the third-party engineer to have cleared. He also provided photos of the pipe. Having looked at these, and considered his comments, I can see that whilst the pipes were not completely clean, they also weren't blocked.

As I've explained the policy required that drains were unblocked "*to restore flow*". So whilst the pipe was not completely clean, it had been unblocked sufficiently on each visit, to restore flow, as required under the terms and conditions of the policy. Therefore, I don't agree that the work by British Gas worsened the issue Mrs M already had, and so I can't agree that British Gas should cover the cost of her builder's invoice.

In addition, Mrs M has said that on one occasion, when the third-party engineer plunged the pipe damage was caused and water leaked through the ceiling. She said this resulted in the engineer cutting a hole in the ceiling, to repair the cracked pipe caused.

I've asked British Gas about this, but it said it has no record of this damage. I've also looked through all the job sheets and can't see evidence of this. That said, I can see a job sheet dated 9 September which states, "*Set up dust sheet in kitchen and cut a tidy hole in the ceiling, place timber supports and plasterboard the hole. Depth too big for single layer of plaster so multiple layers put on ceiling. Each allowing some time to go off before putting next coat. Put finishing coat up and tidy up.*"

There's no further explanation about why the engineer took these steps, whether it was to carry out further investigation or to repair damage caused. However, if it's the case that British Gas caused damage and water came through the ceiling, as Mrs M said, British Gas would be required to repair that damage and put things right. Based on what I've seen British Gas has done this, so I won't be asking it to do anything further here.

I understand that Mrs M feels the problem was never fixed by British Gas, so she shouldn't have to pay the premium or pay a builder to locate and fix it. This policy provides cover for various unexpected events, but there are limits to what is included. British Gas carried out numerous repairs and investigations, under the policy which unfortunately concluded that the blockage was as a result of the poor pipe fall – an existing issue from when the bathroom was fitted. So, whilst this issue was not covered by the policy, it doesn't mean the premium should be refunded as the policy still covers for other events, that Mrs M may have needed to claim for previously or in future.

I can appreciate my decision will come as a disappointment to Mrs M, as I can see she's experienced several issues with the shower, which would have been frustrating. However, whilst I think British Gas could have provided a better service to Mrs M and given clearer explanations about what was happening, they've apologised and offered £100 compensation. So I think British Gas has done enough to put things right and I won't be asking them to do anything more.

My final decision

My final decision is that I uphold this complaint in part. I instruct British Gas Insurance Limited to pay Mrs M £100 compensation for the inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 14 January 2022.

Jenny Lomax
Ombudsman