

## The complaint

Mr K complains that British Gas Insurance Limited (BG) failed to unblock a shower drain despite multiple visits under his home emergency policy. He wants his own contractor's invoice reimbursed and compensation for the inconvenience.

## What happened

Mr K has a landlord's home emergency policy which includes repairs for plumbing problems on his rental properties. He says a shower drain became blocked and he called BG. It sent an agent, (I'll call D) who attempted to clear the drain by rodding through the shower tray trap as the pipework below was hidden behind tiles. This was unsuccessful and D's job summary says that "*partial flow*" had been restored by plunging and that it would reattend to complete further works.

D returned two days later and reported the drain was slow but not fully blocked. Another unsuccessful attempt was made to rod the drain. D attended again a few days later and rodded the drain again, without success. D suggested removing a tile below the shower tray but didn't have the tools to do this, so another visit was made. The tile and section of skirting board was removed, but the trap and pipework couldn't be reached.

D suggested that floor tiles be lifted to see if the pipes could be accessed this way. Mr K refused this. He said a CCTV camera should be used to inspect the drain instead. D said this would be chargeable and wouldn't solve the problem of accessing the pipework. Mr K says D said an alternative option would be to access the pipework through the ceiling below. He says he didn't want the floor tiles lifted, or the ceiling cut through as it would cause expensive damage which BG wouldn't make good.

Mr K says he had concerns about BG's ability to complete the repair to the drain and how long this would take. He decided to get his own contractor, who he says was able to clear the drain by using a large amount of drain cleaner and 20 minutes or so of plunging. This contractor also replaced the tile and skirting.

Mr K complained to BG about the failure to clear the drain. He said D's engineers didn't know what they were doing and had wasted his time with multiple visits. He said his own contractors were superior despite being paid less than BG's. He said he wanted his expenses of £300 reimbursing, providing an invoice for this amount and a further £300 for his own time and the inconvenience caused.

BG apologised for the inconvenience caused by multiple visits. But it disagreed that D's workmanship was poor. It said the drain couldn't be rodded due to the pipework having multiple 90-degree elbows and flexible connectors. It said the policy provided for a permanent repair and chemicals treatments wouldn't address any fault that had caused the blockage to occur. It said this type of solution wasn't covered by the policy. However, it sent Mr K a cheque for £150 as a gesture of goodwill for the inconvenience caused.

Mr K referred his complaint to our service. Our investigator looked into it and upheld the complaint in part. She said the payment of £150 for the inconvenience caused by multiple visits was fair.

She said BG had given valid reasons why the work done by Mr K's contractor wasn't a repair covered by the policy. But she said BG needed to do more to resolve the complaint fairly, because, as experts, it should have been able to advise Mr K how to clear the blockage at outset. She said she understood why Mr K was reluctant to have BG carry out further, invasive work on his property that wouldn't be fully covered by the policy. She asked that Mr K provide an itemised invoice for the work his contractor had done. Mr K replied, *"what contractor does that and especially for a small amount of £300"*.

Our investigator said she thought it was fair to ask BG to contribute to Mr K's costs. With this to be based on the alternative option proposed by D of accessing the pipework through the ceiling below. She said it would be fair for BG to estimate this cost and pay Mr K this up to the amount of his invoice.

BG said it accepted the investigators view. Mr K said she was making it unnecessarily complicated. He said he wouldn't have allowed BG to access through the ceiling because BG doesn't *"make good"* the access work and five engineers had already failed to solve the problem. He said he would only agree to the proposal when he knew how much BG would offer.

BG said this work was relatively minor, costing no more than £100 to access the pipework, clear the blockage, and then repair the hole in the ceiling to a "level surface". Mr K said this amount was inadequate but that he would accept £300 to cover his costs and his own time, despite these totalling more than £600. Our investigator said she couldn't ask BG to pay more than its estimate of the cost of doing this work.

As Mr K doesn't agree it has come to me to decide.

### **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 am upholding the complaint in part.

I understand that this would have been frustrating for Mr K and I think it's fair that BG contributes towards Mr K's repair costs. But I won't be asking BG to pay more than the £100 it estimated the work would have cost via the ceiling access option. I'll explain why.

Mr K's policy doesn't cover every eventuality. What is and isn't covered is set out in the terms and conditions (T&C's) of the policy. It provides for drains to be *"unblocked to restore flow"* and:

***"Repairing drains where we deem the drain to be unserviceable to restore flow"***

BG has provided a number of reasons why it doesn't use chemical treatments to clear blockages. These include health and safety concerns for the occupiers of the property. And, the possibility that the fix will only be temporary as it won't address any underlying issue causing the problem. Whilst Mr K says there haven't been any further problems, BG is expert, and I don't think its approach is unreasonable. It concluded that as the drain couldn't

be successfully rodded further investigation was necessary. And, the policy does provide for repairs to be made if the drain was deemed “*unserviceable*”.

Unfortunately, this would require some work to access the drain and the policy doesn’t fully cover reinstating what needs to be accessed. The policy does provide for access holes to be filled and left level but not for finishing’s like tiles or paint to be applied. So, had further investigations been made under the policy Mr K would have faced some costs to fully re-instate either the floor or the ceiling. This is clearly set out in the policy, so I can’t say it is unreasonable.

However, I think Mr K was inconvenienced by BG needing to make multiple visits to conclude that further investigations were required. It has already paid £150 compensation for the inconvenience and time spent by the multiple visits. I think this is reasonable compensation, which is in line with awards our service would make in the circumstances.

But I also think it was reasonable for Mr K to have some concerns about BG’s ability to solve the problem, how long this would take, and the ongoing inconvenience and disruption being caused. And, as BG didn’t achieve a satisfactory outcome, I think it’s fair that it does contribute towards Mr K’s costs for getting work done himself.

In fairness to BG, it hadn’t authorised the use of another contractor and there isn’t an itemised breakdown of the work on Mr K’s invoice. He says a breakdown can’t be obtained, but as the contractor was Mr K’s own business, as he stated in his initial complaint to BG, I am not sure why this should be so. However, based on the evidence available, not all of the work shown on Mr K’s invoice would be covered by the policy. So, it wouldn’t be fair for me to tell BG to pay the whole invoice amount, particularly if it could have completed a repair itself for less than this.

### **Putting things right**

Taking everything into account I think BG should pay Mr K what it estimated the cost would be to access through the ceiling, clear the blockage and then leave the opening level. BG says this would have been a simple job, taking between one to two hours and costing no more than £100. Whilst this will disappoint Mr K, I think this is a reasonable estimate for the work involved and BG should pay this sum to Mr K to fairly resolve his complaint.

### **My final decision**

My final decision is that I uphold the complaint in part against British Gas Insurance Limited.

I direct British Gas Insurance Services to pay Mr K £100 towards his invoice for having the drain cleared.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr K to accept or reject my decision before 16 February 2022.

Nigel Bracken  
**Ombudsman**