

## The complaint

Mr A complained that repairs under his claim took too long and poor workmanship led to other issues with his property. Mr A had a homecare / home emergency policy with British Gas Insurance Limited ("British Gas").

## What happened

Mr A made a claim to British Gas in September 2021 when he identified a leak on his sewage waste pipe. The pipe was positioned outside his property taking waste from the first floor of the property. The pipe entered the garage on the ground floor via a felted flat roof.

Between October 2021 and January 2021, Mr A was left frustrated as British Gas cancelled several of the scheduled appointments that it had made. Mr A was unhappy when British Gas did attend as it took four visits before its contractor completed the works (by cutting out the old pipe and installing a new pipe). During this time, Mr A made several phone calls chasing up appointments.

British Gas said several of the delays were due to sickness caused by Covid-19. It said its terms and conditions set out it will complete work in a reasonable timescale, "*unless something beyond our control makes that impossible*". However, British Gas did acknowledge it could've done better and offered a goodwill payment of £150 for the distress and inconvenience caused.

Mr A said, after British Gas had replaced the pipe he noticed water was leaking through the roof where the new pipe had been installed. British Gas said it had sealed around the new pipe, where it entered through the garage roof, so it didn't think the repair would've caused a new leak.

British Gas offered to visit Mr A's property to inspect and identify what was causing the leak. However, Mr A decided he didn't want British Gas to visit his property and he asked his own contractor to complete a repair. He said he didn't trust British Gas. Mr A said British Gas' poor workmanship during the repairs had led to a further leak in his garage roof which would've caused the timbers in his roof to go rotten. He wants British Gas to provide more compensation for the damage caused to his roof and for the distress and inconvenience caused to him.

Our investigator decided to uphold the complaint. He thought the level of inconvenience caused to Mr A in getting the pipe replaced was significant, so he awarded an additional £150 in compensation (£300 in total). However, he didn't think Mr A had provided sufficient evidence that British Gas' workmanship had caused the leak to the roof and as Mr A rejected British Gas' offer to review the work carried out, he didn't feel that there was anything more it could reasonably do in the circumstances. Mr A disagreed, so the case has been referred to 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.

I've first considered the level of distress and inconvenience caused by the delay in getting the pipe replaced. British Gas provided evidence to show that many of the delays were caused by sickness during the Covid-19 pandemic which led to a depletion of its workforce. I think it's reasonable to expect some delays due to the pandemic – it was an unprecedented event. I can see in addition to labour issues, British Gas experienced prolonged lead times for materials. These issues were common in the construction industry around that time.

However, it doesn't appear that British Gas was completely transparent with Mr A when it communicated these difficulties and I think this will have enhanced the level of distress he was feeling. The number of phone calls chasing up appointments would've inconvenienced Mr A. I can see some of the delays were avoidable and were directly caused by British Gas' contractors not properly scoping out the works on the first visit (e.g. digging and scaffolding requirements). Therefore, it took four visits before the repairs were completed.

I think the delays and the nature of a leak involving wastewater will have caused the level of distress to be greater. So, I uphold this aspect of the complaint. I require British Gas to pay £300 compensation in total (£150 more than its original offer) to fully reflect the distress and inconvenience caused by these circumstances. I'm pleased that British Gas accepted our investigator's finding on this.

I've considered what Mr A has said that British Gas' poor workmanship caused an additional leak in his garage. Mr A has provided photographs which highlight the work that British Gas' contractors carried out. One photograph shows lead flashing that has been attached around the replaced pipe and on top of the garage. The purpose of this flashing would be to stop rainwater penetrating the hole in the garage roof where the pipe passed through.

British Gas said it sealed beneath this flashing, so it didn't think this would cause a further leak. However, the picture shared by Mr A does show a clear gap between the roof and the flashing. Mr A has said the flashing has been poorly fitted. I tend to agree, I do think the workmanship could've been better. I would've expected the flashing to be flush with the felt roof. Mr A has said this has led to significant water damage to the timbers in his garage.

The purpose of our service is to put Mr A back into the position he was in before any issues British Gas may have caused. British Gas has provided evidence that Mr A's flat roof was generally in a poor state. I have reviewed photographs provided and I can see the roof felt is very old and in a poor condition. I think it's likely it is near to the end of its useful life. It's likely it would need to be replaced soon.

Therefore, I can't be certain whether it was British Gas' poor workmanship that caused the damage to the timbers or general wear and tear to the roof. I haven't seen any evidence to see what the condition of the timbers were in before British Gas carried out its work. However, I think British Gas' offer to re-visit the works was a reasonable one. I have no reason to doubt if it did find an issue with the previous works it would've put it right and any damage caused because of those works. I think it's reasonable for British Gas to be given the opportunity to put right any issues it caused.

However, Mr A didn't want British Gas to inspect the works and chose to have the repairs carried out himself. Unfortunately, no evidence has been provided by Mr A's own contractor or any other expert to explain what caused the damage to the timbers. So, I have based my decision based on the evidence I have been provided.

As I don't think British Gas has been given opportunity to inspect the works – and put right any issues (if necessary), I don't think it would be fair of me to ask British Gas to pay for any

additional repairs that have been carried out. I can't be certain based on the evidence if work carried out by British Gas has caused a further leak or damage. Therefore, I don't uphold this part of the complaint.

### **My final decision**

My final decision is that I uphold this complaint. I require British Gas Insurance Limited to pay Mr A:

- £150 compensation – for distress and inconvenience (plus the original £150 compensation offer if it hasn't yet been paid).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 9 February 2023.

Pete Averill  
**Ombudsman**