

## **The complaint**

Mrs D is complaining that British Gas Insurance Limited's contractor didn't suitably fix a blocked water pipe when she asked for assistance through her home emergency policy.

## **What happened**

In October 2020, Mrs D says the tenants in a property she rented out reported that the sink would fill with water when the washing machine and dishwasher were being used. So Mrs D contacted British Gas for assistance on her home emergency policy. British Gas sent a plumber out who says they'd cleared a build-up of fat in the pipework. And it says the contractor also advised the tenants that the waste trap needed replacing.

However, in January 2021 the same issue arose again and with a small leak, so Mrs D contacted British Gas again who arranged to send out another plumber. The plumber says they cleared the blockage and reinstated the water flow. However, four days later the leak reappeared – causing damage to the flooring and into the flat below. This time Mrs D arrange for a private plumber to come out who said the pipework was still blocked. He also said that *"upon inspection the pipe had been repaired by fitting a rubber sleeve over the 1" gap between the two waste pipes with a rubber sleeve held on by two jubilee clips. These clips were loose and in fact one end was coming off."*

Mrs D paid the plumber £240 for the work and then complained to British Gas as she held it responsible for the damage because she said it hadn't repaired the initial issue correctly. She says British Gas didn't respond to her complaint so she referred it to this service.

Our investigator upheld this complaint. She was satisfied that it was most likely the leak occurred because British Gas didn't sufficiently repair the leak and she thought the consequential damage arose as a result of that. So she thought British Gas should arrange to fix the consequential damage. She also thought it should pay Mrs D £500 in compensation.

British Gas didn't agree with the investigator. It said that its contractor had said that Mrs D needed to replace the waste trap, but there wasn't anything to show that Mrs D did so. And it thought that was likely to be the reason for the issue. It didn't think there was anything to show it had caused the damage. It also thought £500 was excessive in compensation. It said that there had been a lot of difficulties in contacting Mrs D which is why it said it had taken so long to respond to the complaint. It also said that Mrs D should have contacted British Gas again when the leak returned instead of instructing a private plumber to do the work.

As British Gas didn't agree with the investigator, the complaint's been passed 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.

I've decided to uphold this complaint and I'll now explain why.

I should first set out that I'm conscious Mrs D has raised a number of complaint points. I've read and considered everything she's raised, but in this decision I've focussed what I consider to be the key issue for me to decide – i.e. should British Gas repair the damage that's arisen from the leak. While I haven't commented on everything Mrs D has raised, I assure her that I have considered everything. But our rules entitle me to focus on what I think is the key issue to decide.

I've taken British Gas's comments into consideration, but I'm most persuaded by the report done by the private plumber Mrs D has provided. The key and inescapable fact is that only four days has passed from the date British Gas first came out and the same issue has arisen again. I don't think it's unreasonable to conclude that it's *most* likely that the leak has come back because the original issue wasn't adequately fixed.

British Gas has said there isn't anything to show that its contractor fitted the rubber sleeve. But I don't think that's relevant here. Mrs D reported a leak and blockage and, under the terms of the home emergency policy, British Gas was required to repair the issue. I don't think it's unreasonable for a consumer to expect a repair to last more than four days. It seems to me that the contractor, either didn't locate the actual cause of the issue, or didn't adequately rectify the issue. Either way, this caused the leak and blockage to return.

As I said, I've found the report the plumber appointed by Mrs D to be most persuasive. He's highlighted that the blockage wasn't cleared and clips weren't tightened sufficiently. I understand British Gas's contractor said he'd re-established the water flow, but I think it's clear from this that he didn't adequately clear the blockage and suitably rectify the cause of the leak.

I note British Gas has said that this issue is likely to be down to the fact that Mrs D didn't replace the waste trap, but I don't agree. I think it's important to note that I haven't seen anything to show that the issue has reoccurred since Mrs D's plumber attended. But, even if there was a faulty waste trap, I don't believe it's likely that this would cause the blockage to return within four days. So I'm not persuaded the damage from the leak returning was down to the waste trap.

Ultimately, the facts point towards that the original issue Mrs D reported to British Gas wasn't rectified, which caused the pipes to get blocked again immediately and for the leak to return. And I don't think this would have happened had British Gas's contractor fixed the issue as he should have done.

### **Putting things right**

I think British Gas should arrange to put the property back to the position it was immediately before the leak – this includes rectifying the damage to the ceiling and flooring caused from the escape of water. Mrs D also paid her appointed plumber £240 to fix the issue, so it should refund this and pay 8% simple interest on this amount from when she paid it until she gets it back. I acknowledge British Gas doesn't think it should have to pay this because it says Mrs D could have had one of its contractors come out for free. But I don't think it's unreasonable that she'd lost faith in its contractors' ability to rectify the issue, given they'd failed to do so only four days prior. And, in any event, this is a loss directly resulting in its failure to fix the issue. So I still think it should refund the £240 Mrs D paid to fix the plumbing issue.

Finally, I think Mrs D has suffered a lot of distress and inconvenience as a result of what's happened. British Gas has said this has been delayed because Mrs D didn't respond to its

requests, but I find that it was actually British Gas who took a long time to respond to her complaint. Mrs D first raised her complaint around January 2021, but British Gas didn't respond to her until July 2021. I can see British Gas had difficulty in contacting Mrs D, but this is because it had an incorrect formatting for her email address – I can see it had an extra 'dot' at the end of the address. It was also aware that it had the wrong format as it received automatic emails setting out as such. And I think it could have reasonably worked out what it had wrong.

Ultimately, for the reasons I've set out above, it was responsible for the issues that arose and it took around six months to respond to her complaint. Taking everything into consideration, I think £500 is fair compensation in the circumstances of this complaint.

### **My final decision**

For the reasons I've set out above, it's my final decision that I uphold this complaint and I require British Gas Insurance Limited to do the following to put things right:

1. arrange to put the property back to the position it was immediately before the leak – this includes rectifying the damage to the ceiling and flooring caused from the escape of water;
2. refund the £240 Mrs D paid to fix the blockage and leak. It should pay 8% simple interest on this amount from 19 January 2021 (the date Mrs D paid it) until she gets it back. If it thinks that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs D how much it's taken off. It should also give her a tax deduction certificate if she asks for one, so she can reclaim the tax if appropriate; and
3. pay her £500 in compensation for the distress and inconvenience it's caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 25 April 2023.

Guy Mitchell

**Ombudsman**