

The complaint

Mr S is unhappy with the service provided by British Gas Insurance Limited in relation to His plumbing and drainage insurance policy.

The parties will see that I've changed the 'respondent' from British Gas Services Limited to British Gas Insurance Limited. This is because we have no jurisdiction over British Gas Services Limited for a complaint about the handling of the insurance policy; it's only an insurance intermediary, not an insurer.

This is an important legal technicality but it does not affect the outcome of the case and as British Gas Services Limited responded to the complaint on behalf of British Gas Insurance Limited, there's no need for it to review the matter again or issue a further final response.

What happened

Mr S took out a plumbing and drainage policy with British Gas on 27 November 2022. In early December 2020, he contacted British Gas to make a claim as there was a problem with the kitchen sink waste pipe.

British Gas attended on 6 December 2020 to assess the issue. British Gas's plumbing engineer said the kitchen waste gully was blocked but he could not clear it. He arranged a follow up visit for 15 December 2022, when he said the gully and pipework would be excavated. Another engineer came out on 15 December 2022. He said the kitchen waste pipe went out and down to a gully but said there should have been a drain pipe underground from the gully to take the waste water away from the house but there was no onward pipe. The engineer said the gully was effectively acting as a soak away. British Gas said this was excluded from cover and it could not rectify this, as it was a pre-existing fault due to poor workmanship and installation.

Mr S is very unhappy about this. He doesn't believe the engineer dug up the gully or did anything else to resolve the issue at all; he has paid for cover and hasn't had the work done he's entitled to. Mr S says he still has a *"blocked kitchen gully which is broken and pipework that needs to be added on in order to resolve the flooding and blockage"*. It is causing recurring flooding outside his kitchen and he is worried about damp. Mr S wants the work done and £300 compensation.

One of our Investigators looked into the matter. He did not recommend the complaint be upheld, as he was satisfied that British Gas was entitled to refuse cover for the reasons it did.

Mr S does not accept the Investigator's assessment. He says the first engineer told him the work would be covered and British Gas cannot state the issue was pre-existing; there is no stated exemption or exclusion of this work in the policy. As British Gas has breached his insurance policy and not done the repair it is contracted to do, he is entitled to get a third

party to do the repair and reclaim the costs. Mr S says he has been quoted £350 for the work and wants this paid by British Gas.

Mr S also says that British Gas closed down his initial complaint and then didn't respond to his complaint at all even after eight weeks. He thinks it was hoping he would not take the matter further.

As the Investigator was unable to resolve the complaint, it has been passed to me.

In the meantime, the Investigator sent Mr S copies of photos taken by the second engineer of the gully and excavation.

Mr S disputes that the photos show that there is no onward pipework. He says they are only surface level photos, which show some water under one of the slabs which has been taken up. Mr S says the photos can equally support his contention that the pipe and gully are broken and need to be replaced. It cannot be inferred from these that this was a pre-existing issue or that there is no onward pipe. The photos cannot be relied on to prove either side's position, so should be disregarded.

Mr S also said that the Investigator said British Gas must be considered the experts but the 'engineer' it sent is not a member of the Institute of Expert Witnesses and is not qualified enough to be defined as such; we must use the same standard as a court of law and British Gas engineers are not experts. Therefore Mr S says his opinion is as good as theirs, being a homeowner for many years dealing with plumbing repairs. He says the photos prove the engineer did not look into the issue sufficiently and did not excavate enough to prove the issue.

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.

Mr S's policy provides cover for various specified plumbing and drainage issues, including:

"Unblocking drains to restore flow

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

The policy cover is also subject to various terms and conditions, including the following:

"Your products don't include cover for any faults or design faults that:

- existed when you first took out the product;*
- we've told you about before and you haven't fixed, or, if the work has been completed by a third party, where work, in our opinion, has not been completed to a satisfactory standard..."*

We are not a court of law and we do not require evidence to be provided by a member the Institute of Expert Witnesses, or any other body, in order to be taken into account. I have to consider all the evidence provided and weigh up what I think is the most likely.

There is no persuasive evidence that the British Gas engineer that attended was not suitably qualified to assess the problem with Mr S's waste gully and pipework.

I've seen the handwritten customer checklist left with Mr S. It says the engineer arrived at 8.30am and left at 11.15am. It says "*excavating in attempt to renew gully. Unable to fit new gully due to there being no outgoing pipe. Gully is effectively a soakaway taking kitchen sink [waste water]*". He suggested rerouting the sink waste.

I have also seen the photos taken at the time. They show that the paving slabs around the gully had been taken up and that the engineer had dug down under the gully. It is difficult to tell how deep the engineer dug down, but the area immediately under the gully has been dug out, and the hole has partially filled with water. The photos show soaked ground and a pool of water. Mr S says the photos are surface level but I do not agree, it is clear that a hole has been dug. Mr S also says they do not prove there is no onward pipe, as the excavation was not deep enough; and the photos could be used to support his complaint that there is a broken pipe below the level British Gas exposed. I do not agree this is likely because there's no sign in the photos of any broken bits of pipe or any sign that a pipe had previously been attached to the gully.

The engineer spent almost three hours at the property and exposed under the gully. It seems reasonable to me that if there had been a correctly attached pipe that it would have been visible at the depth the engineer dug to. There is no convincing evidence that there was a correctly connected pipe, which has come away and sunk down below the level that British Gas dug down.

In any event, even if there were a pipe that was deeper than the engineer dug, I think it more likely than not that this pre-existed the start date of the policy. Mr S says there is no evidence of this and he only noticed the issues after he took out the policy. However, even though he may not have noticed, I think it is unlikely that pipework broke away from the gully and sunk deep into the ground, so it was not visible when the engineer dug down within the period of around two weeks after Mr S took out the policy. So even if there was a proper pipe beforehand and it just isn't visible (which has not been established) I think it more likely than not that this was an issue before the start of the policy.

Mr S also said the first engineer told him the work would be covered. However, this does not bind British Gas to doing that work, if evidence comes to light that establishes the claim is not covered. Mr S also says British Gas was capable of changing the gully and adding the necessary pipework and there is nothing in the policy that states this work is excluded. However, I think the policy exclusions set out above are sufficiently clear that pre-existing faults are not covered.

Having considered everything, I am not persuaded that British Gas is required to do anything further. This is because I am satisfied that it is entitled to reject the claim on the basis the fault was pre-existing and was likely work done by a third party not done to a satisfactory standard.

Complaint handling

Mr S is also unhappy that British Gas closed down his initial complaint and then did not provide a proper response when it was reopened. Complaint-handling is not a regulated activity in its own right, so I cannot consider British Gas's handling of Mr S's complaint. However, I note that British Gas did inform Mr S of his right to refer to us in December 2022 and March 2023.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 1 August 2023.

Harriet McCarthy
Ombudsman