

The complaint

Mrs L and Mr M complain about the number of visits carried out by British Gas Insurance Limited ("British Gas") to resolve an issue under their home emergency insurance policy. They also complain about the behaviour of agents during scheduled appointments.

Mr M has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, or comments made, by either Mrs L or Mr M as "Mr M" throughout the decision, save for when any specific event relates to Mrs L.

What happened

The background to this complaint is well known to the parties so I won't go into detail but will summarise the key points. Mr M says the pipework from his washing machine and the kitchen sink share an outlet pipe. He says the outlet pipe became blocked and led to his flat being flooded as well as the flat below. Mr M says he had to contact British Gas a number of times, and each time they appointed an agent – who I'll refer to as company D. Mr M says, despite multiple visits, company D weren't able to resolve the blockage. So he complained about this as well as issues caused during engineer appointments and engineers who he says were rude and abusive.

British Gas responded and explained the continued blockages were being caused by fat/grease being poured down the drain. British Gas said the terms and conditions of the policy say they won't repair or replace any parts that have been deliberately damaged or misused. In relation to Mr M's concern relating to a missed appointment, they said an engineer had attended a scheduled appointment but left as there was no answer. They apologised for any dissatisfaction with the service and sent a cheque for £70 as compensation.

Our investigator looked into things for Mrs L and Mr M. She thought British Gas hadn't acted unreasonably and didn't uphold the complaint. Mrs L and Mr M disagreed so the matter has come to me for a decision.

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 not to uphold the complaint. I understand Mrs L and Mr M will be disappointed by this but I'll explain why I have made this decision.

My role requires me to say how a complaint should be settled quickly and with minimal formality and so I'll focus on what I consider to be the crux of the complaint and the main areas of dispute. I think it's important to add, I won't be commenting on every event during the claim, instead I have taken a broad approach to the overall service provided.

Multiple visits to resolve the drainage issue

Mr M says the number of call outs to address the recurring blockage issue indicates British Gas weren't able to fix the problem. He says blockages kept recurring after a visit even without the sink or washing machine being used – Mr M says this shows the blockages weren't properly addressed during visits.

My starting point is Mrs L's policy booklet. This sets out the terms and conditions and, under a section headed 'General exclusions' it includes 'Pre-existing faults'. This says cover won't be provided for any faults or designs that, *"existed when you first took out the product [or] 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."* It also lists 'Deliberate damage or misuse' under the same section and says British Gas *"...won't repair or replace any parts that have been deliberately damaged or misused. Our engineer will use their expert judgement to determine how the damage was done."* It also lists 'Making any improvements' and says, *"Where we've told you that an improvement is necessary, we may not continue to make repairs on that part of your boiler, appliance or system unless the work has been carried out."*

British Gas have provided job sheets from their engineer visits, and this shows the first visit where the engineer has noted, *"Rodded clear blocked kitchen gully. Blocked with grease. Left free flowing"* There's a further visit a week later where the engineer identified the waste pipe from the washing machine was blocked and notes, *"Cleared washing waste pipe..."* There's a further visit around a month later where the engineer notes, *"Vaxed and spartaned clear blocked kitchen sink and washing machine waste. Pipework full of fat and has very little fall...Left free flowing"* There's a further visit a couple of days later where the engineer notes, *"Vac u-bend and sink full of fat in bottle trap restored flow...due to misuse and poor install."* Following a further visit the engineer notes, *"Tenant having reoccurring issues with kitchen sink waste blocking up due to misuse and poor install...advised quote to replace waste pipe."*

Claim notes provided by British Gas show there have been several visits but the job sheets show the engineers repeatedly found the blockage being attributable to the presence of fat/grease in the pipework as well as an incorrectly installed fall on the pipework. The notes and job sheets show the engineers restored the flow and explained the fall of the pipework is too shallow. British Gas say the presence of fat/grease is classed as misuse and falls under their exclusion of 'Deliberate damage or misuse' and the issue with the installation of the pipework falls under their exclusion of 'Pre-existing faults'.

British Gas say, when their engineers have given information on previous visits regarding the blockage and this repeatedly occurs, they won't be able to attend for the same issue indefinitely if no action has been taken to mitigate that same fault. And in the case of any corrective work that needs doing to the pipework, they say this falls under their exclusion of 'Making any improvements'. British Gas say it's important to carry out corrective work in order that British Gas can continue to attend to faults related to that pipework. I can see British Gas have provided a quote to correct the fall of the pipework and also suggested to Mrs L that she can get her own quote as well because it's chargeable work and not covered by her policy.

Taking this all into account, and while I acknowledge it was frustrating for Mr M when the same problem was recurring, I can't say this was down to an error by British Gas. The information shows the engineers found evidence of fat/grease in the pipework. I can see Mr M strongly refutes any suggestion that he continued to pour fat/grease down the sink after each engineer visit, causing it to block again. Looking at the information provided, which includes the job sheets and Mr M's testimony, I am persuaded by Mr M's comments and I believe it's more likely than not the blockages weren't being caused by Mr M pouring fat/grease down the sink following each visit.

It's clear from the job sheets that the engineers did find the presence of fat/grease during each visit, so I can't rule this out as being a reason for the blockage. But, Mr M says the fat/grease might've built-up over time – and I believe that's likely the case here. I'm not an expert in plumbing but, when considering this complaint, I've compared the job sheets and I can see these describe the area of pipework where the engineers found there to be a blockage – and I can't see there's a pattern here of finding the same area blocked. As I've said, I'm not an expert in plumbing, but I do think it's reasonable to conclude that it's more likely than not, had Mr M been pouring fat/grease down the sink after each visit the fat/grease would likely have been deposited around the same area. That's not the case here as the job sheets show, firstly the kitchen gully was cleared, then the washing machine waste pipe, then the kitchen sink and then the vac u-bend and bottle trap. So, I think it's more likely a build-up of fat/grease over time which was being found in different areas. So, I hope Mr M feels reassured I don't believe the cause of the repeated blockages was down to him pouring fat/grease down the sink following each visit.

This then leads me to consider why, if the problem was being caused by fat/grease accumulated over time and being found in different areas, British Gas couldn't have rectified this during an earlier visit by clearing the full pipework rather than clearing certain sections during the visits. So, I've looked at the terms and conditions of Mrs L's policy, and this says British Gas will cover work for "*Unblocking drains to restore flow.*" Looking at the job sheets, that's what the engineers have done, as they refer to restoring flow. And in doing so, British Gas have acted in line with the policy terms and conditions.

I acknowledge Mr M says he offered a suggestion for the engineers to drill from both the sink and the exterior pipe and there haven't since been any problems. I acknowledge it could be argued this step could've been taken at the first visit, but that would be with the benefit of hindsight – and that isn't the test I'm applying here when deciding on the service provided. I'm looking at what's fair and reasonable in the circumstances. And in this case, as I've said, British Gas did resolve the blockage and restore the flow in line with the policy terms and conditions. So, once this was done during each visit, I don't think it was necessarily unreasonable for the engineers not to have then continued investigating the pipework for any other areas of blockage. In addition to this, I can see from the job sheets the engineers did start thinking more progressively about the underlying causes for the recurring problem and identified there might be a need to check the full pipes and then later proposed a solution in relation to the poorly installed pipework which they felt was contributing to the problem. So, taking this all into account, I can't say British Gas have acted unreasonably here.

Engineer visits

Mr M says an engineer was due to attend but then didn't turn up. I can see from one of the job sheets, the engineer says "*Customer not home when engineer attend site...*" The job sheet contains a job reference and is a contemporaneous account of the visit by the engineer, and this shows they did attend. I acknowledge Mr M says they didn't attend but I haven't been provided with any information which challenges the job sheet, so it's this information which I find more persuasive.

I can see Mr M refers to another visit where he says an engineer didn't attend but he later found out an engineer had attended and, without announcing his arrival, let himself into the garden and quoted for the work without looking at the piping inside the flat. I've seen the job sheet for the visit where a quote has been provided and it refers to the materials required and the labour costs. It doesn't refer to whether the engineer looked at the piping inside the property, but the purpose of the visit was to provide a quote to carry out any chargeable corrective work and I can see this was done. It's clear also there had been previous visits so, even if the engineer didn't look at the pipework inside, it's clear British Gas were already

aware of the problem and any corrective measures required – and I'm satisfied that is the case as previous job sheets do refer to the issue with the fall of the pipework.

Mr M says, there was an occasion when two engineers attended and made him pull out a fridge into the hallway and then pull out the washing machine on his own, so they could access the pipes. Mr M says they then left without letting him know and without offering to help him move the fridge and washing machine back in place. Mr M also refers to other occasions where he was expected to move these appliances. I acknowledge Mr M was left disappointed and I can see we've put this query to British Gas. They say they don't believe it's expected for customers to move appliances before a repair. The job sheets don't refer to the engineers asking Mr M to move appliances. So, in view of the information I do have, I can't say British Gas have acted unreasonably here. I'm not saying I disbelieve Mr M's account of events, it's just that I don't have any information, such as contemporaneous evidence showing Mr M complaining about this at the time, to support a finding that British Gas have acted outside their expected standards.

Mr M also refers to occasions where engineers and a British Gas member of staff were rude and referred to mice droppings being present behind the washing machine. I acknowledge this was upsetting for Mr M and I do agree with his comment that most people will be unaware of the presence of mice droppings behind appliances like a washing machine. The job sheets do show engineers had concerns about health and safety. I acknowledge Mr M won't have been aware of this issue but I can't say it's unreasonable for the engineers to have pointed out concerns and for British Gas to have requested any work areas are clear and clean to enable the engineers to have a safe working environment.

Issues with toilet

Mr M refers to work carried out by an agent of British Gas to replace a toilet. I can see Mr M has concerns about the work carried out here, but the information shows this was down to the previous toilet not being installed correctly. The information shows a quote was agreed with Mrs L and the work carried out as a chargeable job. So, given the work here was carried out under a private contract and not as part of a claim under the policy, it doesn't fall within our jurisdiction as a regulated activity. I've also considered whether the work was to correct any errors originally made by British Gas under the policy – and that's not the case. So, I'm not able to consider this part of the complaint.

I can see British Gas have apologised to Mrs L for any disappointment caused, and they've paid £70 compensation – and I think that's fair and reasonable in the circumstances.

I understand why Mr M has complained, and I hope he feels reassured that I've carefully considered the information he and British Gas have provided. But I can't say the service has been unreasonable here. I wish to reassure Mr M I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

My final decision

For the reasons I have given, it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L and Mr M to accept or reject my decision before 6 December 2023.

Paviter Dhaddy
Ombudsman