

complaint

Mr W complains about the service provided by British Gas Insurance Limited in relation to clearing a blocked pipe.

background

Mr W owns a property which he lets out to tenants through a managing agent. He has a home emergency policy for the property, and when there were problems with a blocked pipe, a request was made to British Gas to deal with this.

An engineer visited the property in January 2015 but was unable to clear the blockage. There were further visits in February, but again these were unsuccessful. In early March, Mr W visited the property and met one of British Gas' engineers there.

When he arrived, Mr W found that the floor had been dug up to allow access to the pipe. The engineer told Mr W that the problem wasn't simply a blockage, but was due to the fact the pipe was laid flat in the floor, instead of at an angle. This was a design issue – because there was no drop in level, the drainage was poor. He was also told the pipe was corroded, due to being laid directly in the concrete floor.

British Gas said the work needed to remedy the problem wasn't covered by his policy, but it could give him a quote for the necessary work.

After further delay getting a quote, Mr W arranged for his own contractor to carry out repairs. He then complained to British Gas about the delays. He said his contractor had been able to clear the blockage without doing all the work that British Gas had recommended. Its failure to fix the problem had left his tenants without proper facilities for around six weeks and because of this, they had decided to leave. He said he'd suffered a loss of rental income due to the time it took to find new tenants.

British Gas accepted it was responsible for some of the delays and offered compensation for the trouble caused, including the costs of reinstating the kitchen units and floor, but said it wasn't responsible for all the losses Mr W was claiming.

When he then complained to this service, our adjudicator said British Gas should have been able to unblock the pipe. If it had done so, Mr W wouldn't have had to employ someone else to do this. And there had been unnecessary delays dealing with the claim. He asked British Gas to compensate Mr W for the cost of the repairs, his loss of rental income, and the cost of finding new tenants.

British Gas didn't agree and has requested a review. Among other things, it says:

- the problem was caused by the fact that there was no drop in the pipe, meaning it couldn't drain properly;
- the pipe was brittle, due to being laid within concrete – this type of pipe is designed for use above ground;
- the pipework doesn't meet current building regulations;
- it correctly diagnosed the problem, and the work needed to deal with it isn't covered by his policy;
- Mr W's contractor used chemical cleaners to clear the pipe – British Gas doesn't use chemicals;

- it uses rods for clearing blocked pipes, but these couldn't be used successfully in this type of pipe;
- the pipe was damaged when the floor was dug up, but its engineers only exposed a small section of pipework, so couldn't have caused all the damage.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The purpose of Mr W's policy is to deal with home emergencies such as a leak of water or a blocked pipe. The policy terms say it doesn't cover work that's needed to remedy an ongoing problem caused by a design fault. But I think Mr W would have a reasonable expectation that British Gas would be able to clear a blocked pipe.

The problem was first reported in January. Despite a number of visits, it wasn't resolved. In March, British Gas told Mr W it couldn't fix the problem under his policy and he would have to pay for repairs. There was then a further delay while he waited for a quote for that work. So Mr W decided to ask someone else to deal with it. They were able to clear the blockage.

I appreciate that British Gas says there were issues with the type of pipe used and the way it had been installed. It also says damage was caused when the floor was dug up. Mr W's contractors agree that some damage was caused when the floor was excavated. But they say this had already happened when they carried out their repair work, and it was also likely some damage had been caused when rods were used to try and clear the blockage.

I think it's likely some damage was caused when the floor was excavated. But the original problem was a blocked pipe. After the initial visits, there were then problems with a leak of water, which hadn't been there before. So even if the pipe was damaged when the floor was dug up, I think it's likely there had already been some damage caused by the initial attempts to clear the blockage.

I think it's also relevant that there had been no problems for some years before this. Mr W waited from late January to March for British Gas to deal with the problem, without success. His own contractors were able to clear the blockage. And there have been no further blockages or leaks in the 10 months since the repairs were done.

Because of this, I think British Gas should have been able to clear the blocked pipe. If it had done so, it's unlikely the further problems with water leaking would have happened, or that his tenants would have left. So British Gas should pay a total of £3,041.31 to compensate Mr W for his losses, and all the time and trouble he was put to, as follows:

- reinstating the kitchen units and flooring £258
- cost of repairs arranged by Mr W £759.31
- loss of rent and managing agents' fees £1,824
- compensation for trouble and upset £200

my final decision

I find in favour of Mr W and require British Gas Insurance Limited to pay Mr W the sum of £3,041.31.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 8 February 2016.

Peter Whiteley
ombudsman