

complaint

Mr K complains about work carried out by British Gas Insurance Limited under his Home Emergency insurance policy.

background

In May 2018, Mr K called British Gas because of a leak at his property and waste water was rising from the kitchen sink whenever the upstairs toilet was flushed.

British Gas' engineer cleared a blockage, but they said there was a possibly a further blockage in the pipe. They recommended a CCTV survey be carried out to check for this, but they were unable to carry out the survey that day.

Mr K said his tenant reported the problem had returned the next day. He booked a priority appointment for an engineer to attend at a specific time, but British Gas didn't attend until later, after Mr K's tenant had chased them. Mr K's tenant said by this time water was coming out from under the kitchen sink.

A second engineer attended the property. They inspected a manhole in the property's garden and found there were wipes blocking the pipework. The blockage was removed but Mr K said the water leaking out from under the sink caused damage to the walls, kitchen units and flooring. Mr K says this has cost around £560 to repair.

Mr K felt the first engineer should have done the work to clear the blockage as this would've identified the root cause of the issue – and the work he did do exacerbated the internal damage. He also said the damage caused leading up to the second visit was worse due to British Gas not turning up when they said they would.

British Gas said the first engineer restored flow, which is what Mr K was covered for under his policy. They also said Mr K's tenant continued to use the facilities after the first engineer's visit and this caused the water damage. They said this was a consequential loss and wouldn't be covered under Mr K's policy. However, they acknowledged there had been delays in an engineer attending the property and have since offered £70 compensation for the inconvenience caused and to waive the excess fee of £60.

Mr K was unhappy British Gas' response and brought the complaint to our service.

Our investigator recommended we uphold Mr K's complaint. He felt British Gas' offer of compensation and waiving the excess fee was fair for the delays in sending out the second engineer. But he felt the engineer only restored flow temporarily to the property and should have made Mr K's tenant aware there could potentially be further blockages. He said British Gas should've told them to avoid using the facilities to prevent further issues – and felt they should cover the cost of the water damage in the property.

British Gas didn't agree with our investigator. They said the first engineer had told Mr K's tenant their findings and had recommended a CCTV survey. They said as the engineer had restored flow, there would have been no need to investigate further as the blockage was removed.

The complaint then passed to me.

I issued a provisional decision for this complaint on 22 June 2020. In my provisional findings I said:

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

I'm not intending to uphold Mr K's complaint. I'll explain why.

I've looked at the policy document and I can see it says British Gas will cover unblocking and repairing drains and waste pipes to restore flow.

The notes from the first engineer's visit say they removed a blockage in the toilet. Mr K's tenant provided testimony to our investigator and said when the first engineer had completed the work, he flushed the toilet and no water was rising from the sink downstairs. So I'm satisfied flow was restored by the first engineer and it met the terms of the policy. The engineer also said they suspected there was something stuck in the pipe and recommended a CCTV survey.

Mr K's tenant said the problems began to happen again the next morning when the toilet was used, but water began to come out from under the sink when it was used again later that day.

The second engineer's notes from the visit said that the wipes being flushed down the toilet had caused the blockage and had caused toilet waste and sewage to back up in kitchen, and that the pipe was leaking as a result. So considering the information available I think the damage was caused by the pipe under the sink leaking – and not because of anything the first engineer did. The first engineer restored flow and recommended a CCTV survey. The issues began to reoccur early the next day, so Mr K's tenant was aware of the issues but continued to use the toilet – so I think this contributed to them.

British Gas provided system notes that show the appointment was booked for around 9pm, but their engineer didn't attend the property until around an hour later. Given the situation with water coming out from under the sink, I appreciate the urgency of Mr K's tenant, but he has said the water began to come out from under the sink when the toilet was used earlier in the evening, around a few hours before British Gas were due to attend. So, I don't think British Gas can be held responsible for this.

British Gas have acknowledged there have been delays however, and considering the information available to me, I think their offer of £70 compensation and to waive the £60 excess fee, is reasonable as it fairly reflects the inconvenience Mr K has suffered."

Mr K and British Gas didn't provide further comments or points.

my findings

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

As I have no additional information or comments from either party, my findings remain unchanged from my provisional decision. So, I'm not upholding Mr K's complaint.

my final decision

My final decision is that I don't uphold Mr K's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 3 September 2020.

Michael Baronti
ombudsman