

complaint

Ms C complains British Gas Insurance Limited failed to diagnose a blockage affecting her kitchen sink for four years.

Ms C is also unhappy with what British Gas Insurance Limited has said about a problem with a manhole.

background

Ms C holds a home emergency insurance policy, underwritten by British Gas.

Ms C originally complained to us in May 2016. She said she'd been experiencing problems with her kitchen sink since 2012. One of our adjudicators investigated the complaint and said although there was a smell coming from Ms C's drain; this wouldn't be covered under Ms C's policy with British Gas unless there was a blockage. As there was no evidence of a blockage, our adjudicator didn't uphold Ms C's complaint.

In December 2016, a British Gas engineer attended at Ms C's property and found a blockage in her pipework.

The engineer was unable to remove the obstruction, as it was stuck under concrete. So, he redirected the pipework to restore the flow. But the engineer left the pipe unsecured and an open hole in the concrete. The engineer also identified a possible problem with an open joint in a manhole in Ms C's garage.

Ms C says she knew about the problem with the manhole from previous surveys British Gas had done. She says the engineer told her she'd need to watch for waste backing up, and he said he wasn't happy about leaving her property in the condition it was in.

The engineer said British Gas would be in touch about the manhole – and his job sheet says British Gas was to look at a previous survey it had done in relation to the manhole issue.

Unhappy, Ms C complained to British Gas about the problems she was experiencing with both her kitchen sink and the manhole.

British Gas' engineers contacted Ms C at the end of January 2017, and Ms C wasn't happy with the way they spoke to her.

After rescheduling an appointment, British Gas attended again in February 2017 to fill the open hole with mortar and secure the wastepipe. Ms C then contacted British Gas to find out what was going to happen about the manhole – as she'd been told she'd need to watch out for waste backing up.

British Gas looked into Ms C's complaint and sent a final response letter. It said its engineer had re-routed a pipe, which seemed to have cured the bad smell from her kitchen sink.

British Gas said the open joint in the manhole wouldn't pose a problem, as the pipe was wide enough for waste to flow through. Overall, British Gas said Ms C had nothing to worry about regarding her drains and waste system. But it paid Ms C £90 compensation as an apology for the poor service she'd received.

Ms C then brought a new complaint to this service.

After this, Ms C arranged for a private engineer to come to her property, at a cost of £144. Ms C said her private engineer told her British Gas has missed the blockage for years, shouldn't have filled the open hole with mortar and had redirected the pipe too close to her house.

Ms C also told us the private engineer said no action was needed on the open joint in the manhole – so there was no reason for British Gas to have suggested as it did in a previous survey that a sleeve should be fitted.

Ms C sent us a copy of her private engineer's report, which identifies a displaced joint – but doesn't set out any specific findings or recommendations.

Our adjudicator looked into Ms C's complaint and thought it should be upheld. She asked British Gas to do the following;

- reimburse Ms C for the cost of her private engineer's report, together with interest;
- pay for an engineer to remove the blockage from the concrete and adjust the pipework at Ms C's property, at a cost of £90 plus VAT;
- pay £150 compensation for the distress and inconvenience Ms C experienced.

Ms C responded to our adjudicator's opinion to say she was told she'd have no more problems after the pipe had been re-directed but there was still a smell at her property.

British Gas responded to our adjudicator's opinion and said it had honoured the terms and conditions of Ms C's policy. It said Ms C's engineers report didn't show anything that hadn't already previously been identified – and the work they were proposing to do would make no difference to the situation.

I sent my provisional decision about this case in September 2017. In my provisional decision I said;

"It's clear Ms C has had ongoing issues over a number of years – and I can appreciate how frustrating this will have been for her.

But, the policy Ms C holds with British Gas is designed to provide cover in limited emergency situations. The policy doesn't provide for general maintenance work to be carried out – and doesn't cover preventative work to avoid problems happening in the future.

I've addressed the issues Ms C has experienced with the kitchen sink and the manhole separately.

the kitchen sink

British Gas' notes from 2012 show an engineer attended then to relieve a blockage. He confirmed there was a bad smell coming from the kitchen gully.

The next record British Gas has of a problem at Ms C's property was in June 2015, when she reported a smell and said her sink was very slow to drain. Ms C reported the same issues again in February 2016. And, in April 2016, British Gas said the drain was free

flowing.

British Gas has pointed to the delay between the 2012 attendance and the next report of a problem with the drain in 2015, as evidence that the issue wasn't ongoing.

But, as the blockage found in December 2016 was stuck in concrete, I think it's more likely than not that this was the source of the problems with Ms C's sink over the years.

Under the terms and conditions of Ms C's policy, British Gas needs to restore the flow in the event of a blockage. Although British Gas may have done this on each occasion it attended, I think there comes a point when it would be reasonable to further investigate the source of the problem. I think British Gas could have done this sooner – and I think Ms C has been inconvenienced by British Gas' failure to identify the blockage until December 2016.

I therefore agree with our adjudicator that British Gas should pay compensation for the distress Ms C experienced as a result of this delay – as well as for the delay by British Gas between December 2016 and February 2017 in returning to secure the pipe and fill the hole.

Overall, I think a payment of £150 would be reasonable in the circumstances – this is in addition to the £90 already offered in British Gas' final response letter.

But, I don't think it would be fair to ask British Gas to pay for the cost of Ms C's private report – or for the cost of the work they've proposed to do. The private report doesn't make any specific findings or recommendations about what is necessary and why. And British Gas' engineer has said the solution proposed by Ms C's private engineer won't make any difference.

So, I don't think there's any strong evidence that would lead me to conclude British Gas redirected the pipe too close to the house, or that the blockage needs to be permanently removed.

I understand Ms C now says there's still a smell at her property. But without evidence from a private engineer to say there is a problem being caused by the blockage remaining or the pipework having been redirected, I don't think it would be fair for me to ask British Gas to do anything more.

Ms C has also mentioned the mortar used by British Gas to fill the hole in February 2017. I've looked at the photograph Ms C has sent us – and I understand it might not be the same colour as the surrounding area. Under Ms C's policy, British Gas needs to fill in any holes and leave a level surface. The policy specifically says British Gas isn't responsible for restoring the original surface. So, unless Ms C has some evidence that says British Gas shouldn't have used mortar to fill in the hole, I won't be recommending that it does anything further about this.

the manhole cover

There's no doubt there is an open joint in Ms C's manhole – British Gas has confirmed this previously. But no action has been taken because the joint hasn't been causing any problems. British Gas' engineers have said the pipe is wide enough for waste to flow through.

Ms C's private engineer hasn't made any specific comments about the manhole in his report

– and Ms C says she was told by the private engineer that no action was needed.

I understand Ms C has questioned why British Gas therefore previously recommended that a sleeve should be fitted – but, I don't think it was unreasonable for British Gas to suggest a possible solution – and as Ms C didn't actually pay to have a sleeve fitted or any excavations done, I don't think I can say British Gas did anything wrong.

I can appreciate Ms C has concerns about the possibility of waste backing up in the manhole – and she's unhappy it has taken four years for her to be told this might be an issue. If this does happen, then Ms C can make a claim under her policy with British Gas. But, equally, this might never happen. And, until there is a problem, I don't think there's anything for British Gas to put right.

As a final point, Ms C says British Gas wrongly told her household insurer there was a blockage in the manhole. It may well be the case that British Gas made a mistake about this – but I can't see this has caused Ms C to lose out in any way”.

So, my provisional decision was that I upheld Ms C's complaint in part. I said I intended to recommend that British Gas should pay Ms C £150 compensation for the distress and inconvenience she experienced, in addition to the £90 already paid.

British Gas accepted my provisional decision. Ms C responded to my provisional decision with a detailed letter and I've read everything she has provided. I've already addressed some of these comments in my provisional decision - and I've summarised what I think are the main additional points here;

- she should be entitled to see the cctv survey carried out by British Gas – and given confirmation of why an excavation was required and details of how much this would cost, even if this isn't covered under her policy;
- Ms C would like a written explanation about why she was then given a quotation for a cheaper alternative (fitting a sleeve) and why this wasn't offered to her in the first place;
- she felt the only thing she could do in order for her complaint to be looked at again was to pay for a private report - and the private quotation isn't for repairs; it's to correct work which British Gas has carried out incorrectly;
- there were a number of discrepancies in British Gas' response to our adjudicator's opinion about Ms C's complaint.

my findings

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

I'm sorry to disappoint Ms C but I won't be changing my provisional decision.

British Gas sent us notes from 2012 summarising what the cctv had found. But I can't see that British Gas ever provided us with a copy of the cctv survey itself. I've asked British Gas for a copy of the cctv survey so it can be passed on to Ms C, but British Gas says this is no longer available. I appreciate Ms C wanted to see this but, given the length of time that has passed since the cctv was carried out, I don't think it's particularly surprising that it's no longer available. And, I don't think having a copy of the cctv survey would make any

difference to the outcome of this complaint. This issue isn't whether there is an open joint – but whether or not something needs to be done about it.

I understand what Ms C has said about being offered a cheaper alternative to an excavation – but, if these works aren't covered under Ms C's policy then British Gas has no obligation to give a quotation for this work at all. So, I won't be asking British Gas to provide an explanation about what was quoted for and why.

I appreciate Ms C feels she had little choice but to pay for a private report – but the private report doesn't make a diagnosis, and it doesn't say British Gas has carried out work incorrectly or has done something it shouldn't have. So, I don't think it would be fair to ask British Gas to pay for the cost of this report.

I've taken into account what Ms C has said about British Gas' responses to some of our adjudicator's comments. And I can see there was an attendance in January 2013 for a problem with a soil vent pipe. I've also considered the letter from Ms C's home insurer saying she doesn't have accidental damage cover. But, these points don't change my decision about Ms C's complaint.

my final decision

My final decision is that I uphold Ms C's complaint in part.

British Gas Insurance Limited should pay Ms C £150 compensation for the distress and inconvenience she has experienced, in addition to the £90 already paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 11 December 2017.

Leah Nagle
ombudsman