

complaint

Mrs L has complained about British Gas Insurance Limited's handling of a claim under a home emergency insurance policy.

background

Mrs L made a claim under her policy as her kitchen sink was blocked. British Gas sent a contractor to investigate. The contractor apparently jetted the waste pipe and then put a camera down to see why it had blocked. I understand this showed that a section of pipe was broken and had allowed stones and other debris in, which after time had blocked the pipe. Mrs L says she was told that a section of the pipe had broken off and was lodged in the pipe.

The contractor apparently removed the debris in the pipe but British Gas refused to replace or repair the broken section. Mrs L says that British Gas should also repair or replace the broken section of pipe in accordance with her interpretation of the policy terms. She says the problem has not been resolved, the pipe is broken and so the same issue – stones and debris entering the pipe until it is blocked – will recur. The policy says British Gas will repair, or replace parts of a pipe to unblock it and restore flow. Therefore the damaged part of the pipe needs to be repaired. Mrs L has also provided copies of other policy and marketing materials from British Gas which state it will replace broken pipes, including one which states:

“What’s the problem and how can we help

My waste pipe is blocked

One of our team can come round to unblock it by hand or by machine. If the pipe's also damaged, we'll repair it.”

British Gas says the policy provides ‘reactive’ cover, and is not intended to prevent future problems. It will respond again if and when the pipe blocks again but, as flow has been restored, it says it has fulfilled its obligations under the policy. It did, however, offer Mrs L £30 compensation for the delay in providing its response to her complaint.

Mrs L says this means she has no choice but to remain insured with British Gas, as she will not be able to take cover elsewhere when she knows there is a pre-existing problem with the waste pipe. No other insurer would cover it in the future.

One of our investigators looked into the complaint. He considered that it should be upheld, as the policy provides for repair of broken pipes. He therefore asked British Gas to arrange for the repair to be carried out.

British Gas does not accept the investigator's assessment of the complaint and as a result the complaint has been referred to me.

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 relevant part of Mrs L's policy provides that it covers “repairing and unblocking drains to restore flow”.

The investigator said that as this clause contains the conjunction 'and' this means British Gas is obligated to also repair the pipe and not just unblock it. I agree with this. The other marketing material provided by British Gas and referred to by Mrs L is also relevant. Taken account of all the policy documentation provided, I consider that the policy makes sufficiently clear in my opinion that broken pipework will be repaired

In any event, even if I accepted British Gas's argument that it only needs to unblock the pipe to restore the flow (which I don't), I don't think it has necessarily done enough to demonstrate it has done this.

Flow may have been restored, in that waste water is now flowing out of the kitchen sink, but a broken section of pipe will inevitably mean that some of the volume of water will be seeping out into the ground, rather than being carried away in the pipe as intended. Therefore, it seems to me that 'flow' through the pipe cannot be said to have been properly restored.

I also agree with Mrs L that there is a reasonable expectation that any 'repair' will last for a reasonable period of time. In this case, it seems that British Gas accepts that it is inevitable that the waste pipe will block again and says it will attend again to unblock. I don't consider this reasonable.

For the reasons give, I consider that the policy terms do provide that British Gas should have repaired the broken pipe when it first attended in September 2017.

Mrs L told British Gas at the time that she was planning to have her driveway re-laid but couldn't do so until this was resolved. She has confirmed that this work has still not been done. As well as having to change those plans, Mrs L will have to liaise with British Gas a further appointment for it to do the repair it should have done in September 2017. I therefore consider that some compensation is warranted for the inconvenience caused and consider the sum of £125 to be appropriate.

my final decision

I uphold this complaint against British Gas Insurance Limited and require it to do the following:

- arrange and pay for the repair of the pipe; and
- pay Mrs L the sum of £125 compensation for the distress and inconvenience caused by its handling of this matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 3 April 2018.

Harriet McCarthy
ombudsman