

complaint

Ms C is unhappy with the service provided by British Gas Insurance Limited in relation to a claim under her home emergency insurance policy.

background

Shortly after moving into her new home, Ms C noticed that the lavatory would not flush properly and after a while sewage was backing up into the bathroom. Ms C called a private drain company to attend. It jetted the drains and said there was a blockage of wipes. Ms C says she didn't think this had worked and the lavatory still wasn't flushing as it should. No one in her household uses wipes and she was very careful about what was flushed down the lavatory.

Around six weeks later, in March 2017, the sewage was backing up again and so she contacted British Gas to claim under her policy. British Gas came out and jetted the drains. Its report also mentioned a blockage of wipes. Ms C says she told the engineer that attended this wasn't possible and that this had happened before. After this attendance, the lavatory was flushing clearly and Ms C says she thought the problem was resolved.

However, at the beginning of July 2017, the problem happened again. Ms C says she didn't call British Gas again as she had lost faith in them. Ms C called out another private drain company and this time they found that the drain had collapsed due to tree roots. She had to pay just over £5,000 to have the drains repaired.

Ms C is very unhappy with British Gas. She asked British Gas whether she was expected to call every couple of weeks, whenever it happened again and she was told that it would normally put a camera down to investigate where there is an ongoing issue. British Gas knew the problem had been ongoing and therefore should have investigated the drains using a camera. If British Gas had done so, it would have saved her the enormous cost and distress she suffered. Ms C wants it to reimburse her the costs she paid the drain company. This is the only lavatory in the house and she has medication conditions which mean this caused her immense stress, worry and inconvenience.

British Gas said it did what it was required to do in March 2017 and advised Ms C to make a claim with her home insurer for the repair costs.

One of our investigators looked into the case. She didn't think it should be upheld as she thought that British Gas had done what it was obliged to do when it first attended and Ms C didn't tell it that the problem had happened again and therefore it was not given the chance to carry out any other work.

Ms C doesn't accept the investigator's assessment. She says British Gas knew the problem had been happening continuously since she moved in to the property and it failed to provide the service it told her it would normally provide.

I understand that Ms C did submit a claim to her home insurer but it has only apparently paid around half the cost of the work she had done.

As the investigator was unable to resolve the complaint, it has been passed 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.

I don't think it was unreasonable for British Gas to try and jet the drains when it attended in March 2017. Ms C says it should have been obvious to British Gas that more would have needed to be done at that appointment to prevent the problem recurring but I don't agree. Even if I accept it knew that the drains had been jetted before, it was entitled to try this first. And it did work for around four months. As Ms C says in her complaint form, "he got it clear and left. I thought this time it would be ok." So it was flowing freely then and there was, at that time, nothing to suggest it hadn't resolved the problem.

I also note that the drain company that Ms C called out in July 2017, tried jetting the drains first and only when it was unable to clear the blockage did it put the camera down. This supports that it was not unreasonable for British Gas to try jetting first (and, as mentioned, it did clear the flow in March 2017).

The policy Ms C holds with British Gas would potentially have covered replacing a collapsed section of drain provided it was within the curtilage of Ms C's property (*ie* within her boundary). However, British Gas wasn't aware the problem had arisen again.

Ms C says she had lost faith in British Gas and so did not call it back out to look at the drains. However, I think it would have been reasonable to ask British Gas to re-attend and give it the chance to investigate. I don't think it is reasonable to expect it to meet the private costs of repair when it wasn't notified of the new claim. In addition, I understand Ms C's home insurer has met some of the costs.

I don't therefore consider that I can reasonably ask British Gas to pay towards these costs.

my final decision

I don't uphold this complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 1 March 2018.

Harriet McCarthy
ombudsman