

The complaint

Mr S complains about British Gas Insurance Limited's ("British Gas") handling of his claim under his home emergency insurance policy. He also complains about the customer service received.

What happened

The background to this complaint is well known to the parties so I won't go into detail but will summarise the key points. Mr S says, despite repeated blockages to his drain, British Gas initially refused to do a CCTV survey to find out what was causing the problem. Mr S says British Gas did then eventually agree to a CCTV survey and this highlighted problems with sections of the drainage pipeline. Mr S says British Gas refused to carry out repairs as they said the underlying cause was root damage along a shared section of the pipeline. So, Mr S complained about this and about missed appointments, complaint handlers lying to him and British Gas' delay in sending him his personal data after he requested it.

British Gas responded and explained, while there had been a number of visits to resolve a blocked drain, the terms and conditions of Mr S's policy covers unblocking of drains to restore flow – and their engineers were able to do this during the visits. They said the CCTV survey found a roots issue on a shared section of the pipeline so it would need to be resolved by the water utilities company as it wouldn't be covered under Mr S's policy. British Gas accepted there had been customer service issues which included a misunderstanding around a visit booked for April 2023 where Mr S believed British Gas' contractors – who I'll refer to as company D – would be attending to repair a section of the pipeline. British Gas apologised for the customer service issues and confirmed they'd arranged to send a cheque for £225 as compensation.

Our investigator looked into things for Mr S. She thought British Gas' decision not to repair the pipe was reasonable and their compensation payment of £225 for the customer services issues was fair. Mr S disagreed so the matter has come to me for a decision.

What I've decided – and why

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

Having done so, I've decided not to uphold the complaint. I understand Mr S will be disappointed by this but I'll explain why I have made this decision.

My role requires me to say how a complaint should be settled quickly and with minimal formality and so I'll focus on what I consider to be the crux of the complaint and the main areas of dispute. I think it's important to add, I won't be commenting on every event during the claim, instead I have taken a broad approach to the overall service provided. I'll also add, my decision focusses only on the events up to British Gas' complaint response in June 2023.

Multiple visits to deal with the drainage issue

I understand Mr S is concerned that his drain was regularly blocking but British Gas continued to send engineers to unblock the drain but without fully resolving the underlying issue. He says when British Gas did eventually agree to a CCTV survey, this cleared a blockage being caused by roots and they've had no blockages since – so Mr S feels British Gas should've carried out a CCTV survey much sooner.

My starting point is Mr S's home emergency policy booklet. This sets out the terms and conditions and, under a section headed 'Drains' and sub-heading 'What's covered' it says, "*Unblocking drains to restore flow*" and "*Repairing drains where we deem the drain to be unserviceable to restore flow*".

British Gas have provided job sheets from their engineer visits, and this shows an engineer arrived on site for a blocked sink and the problem was in the down pipe. The note says the engineer restored the flow and "*would recommend CCTV survey.*" There was a further blockage, and the job sheet shows an engineer attended and cleared the blockage and restored the water flow. There was a further visit just over a month later and the job sheet shows the engineer attended on site for a blocked sink. The job sheet says they cleared the blockage and the engineer notes, "*Request CCTV.*" Case notes provided by British Gas show they spoke with company D and they explained that, during the recent visit, the drain was serviceable and the water flow was restored. The notes say, although the blockage is a recurring issue, a CCTV survey is only authorised in circumstances where the drain isn't serviceable.

The case notes say another emergency job was booked and company D explained they will inspect the drain but only a drains engineer can authorise a CCTV survey. The job sheet from this visit shows the engineer attended and found a blockage which they cleared, and they were able to restore the water flow. The note says, "*Recommend CCTV survey as it is a recurring problem.*" A CCTV survey was then booked and took place around two weeks later.

It's clear there have been several visits but the job sheets show the engineers were able to clear the blockage and restore flow. I acknowledge it was frustrating for Mr S when the problem was recurring and I do acknowledge why he wanted a more permanent solution to avoid the same issue – and why he feels a CCTV survey should've been carried out sooner and would've identified the root issue which was causing the blockage. I acknowledge it could be argued this step could've been taken at the first visit, but that would be with the benefit of hindsight – and that isn't the test I'm applying here when deciding on the service provided. I'm looking at what's fair and reasonable in the circumstances. And in this case, as I've said, British Gas did resolve the blockage and restore the flow in line with the policy terms and conditions. So, once this was done during each visit, I don't think it was necessarily unreasonable for British Gas to decline the CCTV survey or to carry out any further investigation into the blockage. In addition to this, I can see from the job sheets the engineers did start thinking more progressively about the underlying causes for the recurring problem and identified there might be a need to carry out a CCTV survey – which was then completed. So, taking this all into account, I can't say British Gas have acted unreasonably here.

I can see British Gas say their engineers continued to take appropriate action to restore flow as the drain was serviceable. I can see Mr S queries British Gas' definition of 'serviceable' and I can't see the terms and conditions define this term. But the terms and conditions do say British Gas will repair drains where they deem the drain to be unserviceable "*...to restore flow*". So, given the context in which British Gas have referred to the term 'unserviceable', I think this suggests British Gas will consider repairs if they aren't able to restore flow. In this case though, and as mentioned above, the engineers were able to restore flow so I can't say British Gas have acted unreasonably.

Damage to pipeline

A CCTV survey was carried out and the report comments on 'structural defects' and says all inspected pipes were in an acceptable structural condition. Under the heading 'Service /operational condition' it provides a description of different grades. A 'Grade 5' is described as "*Best practice suggests that this pipe is at a high risk of backing up or causing flooding.*" The report then comments on the service and operational condition of the drainage pipe and says, "*Roots, mass at joint, 90% cross-sectional area loss.*" There's also photos showing where and how this is impacting the drainage pipe. The report says the roots blockage was removed.

Case notes provided by British Gas show they discussed this issue with company D and there remains an issue with a large root mass on the shared drain – and company D explained to Mr S he would need to contact his water utility company to resolve this. The case notes show company D explained to British Gas the pipeline is cracked as a result of the root damage and this issue with the shared section of the pipeline isn't covered under the policy. I've looked at the terms and conditions and, under a section which notes 'what's not covered', it says, "*Shared drains*". There's also a sketch diagram prepared by company D which shows the length of the shared pipeline, and when comparing this with the CCTV report, it shows the root mass issue is along this shared pipeline. So, taking into account the terms and conditions, I can't say British Gas are acting unreasonably in declining to repair a section of the shared pipeline.

Customer service

Mr S has raised a number of issues which relate to the service he has received. I can see Mr S says British Gas delayed in responding to his request for his data. Looking through the information, I can see this has been provided to Mr S now but it's clear Mr S's original request wasn't passed to the relevant team dealing with data requests – so this led to a delay in Mr S receiving his data. British Gas also accept there was a missed appointment.

I can also see British Gas' communication wasn't as clear as it should've been when arranging a visit in April 2023. The information shows Mr S raised a concern which he feels could lead to a further blockage. The case notes show British Gas called Mr S and he asked for an appointment for a leaking waste pipe. There's then an exchange of emails between Mr S and British Gas where it's agreed an engineer will attend on 27 April. It appears company D then spoke with Mr S on the day and explained they wouldn't be attending as they'd already identified the issue was being caused by the large root mass and cracked pipe.

While I can't say this decision was unreasonable for the reasons I've mentioned above, it's clear from the email exchanges Mr S was expecting company D to attend to repair the pipe. Leading up to the appointment, Mr S asks British Gas to confirm if company D will be digging up and repairing the drains as they already have the survey report, and they'll know what the situation is and how to repair it.

British Gas reply, "*I will also advise them the camera report has already been done and we just need to attend and fix the issue.*" I think it was clear from Mr S's email that he was expecting company D to repair the pipe and British Gas didn't at this point refer to the findings set out in the report or clarify that the pipe won't be repaired. I think British Gas' email mismanaged Mr S's expectations about what would happen during the visit. This was then later clarified by company D on the day so, while the impact on Mr S was over a short period of time, it still caused upset and frustration as Mr S was then led to believe the pipe would be fixed.

Taking this all into account, and considering the impact of all service issues, I think it's right that British Gas should compensate Mr S for the upset and frustration caused, and I think the £225 paid by British Gas is fair and reasonable in the circumstances.

Further points for British Gas to consider

There are two points which Mr S has raised, which I can't see have been specifically addressed by British Gas – and I think it's fair in the circumstances for British Gas to address these. Firstly, the CCTV survey report refers to a section of the pipeline at 0.50m and says, “*Water level, 50% of the vertical dimension: HOLDING AT BEND*” – this is shown in photo 5 of the report and suggests water is being held at the bend in this pipe. Mr S says this issue was caused by previous incorrect work carried out by a company D engineer. Secondly, the report refers to a section of the pipeline at 3.90m and says, “*Joint displaced*” - this is shown in photo 8 of the report. Mr S says it's this misaligned pipe which is causing waste to leak into his soil. Mr S says this section of the drain falls within the boundary of his property and isn't shared. It's not clear whether this section of the pipeline falls within the shared drains or within Mr S's drain, but this would be for British Gas to investigate. I can't see British Gas have fully addressed these points by considering these as a claim or as a complaint. So, before our service can consider these, British Gas should respond directly to Mr S on these points. If following British Gas' response to these points Mr S remains unhappy, he can then refer these complaints to our service.

I can see Mr S is particularly concerned that British Gas don't appear to have identified that his concern goes beyond just the root damage issue to the pipeline, and includes other areas highlighted by the CCTV report. I hope Mr S feels reassured that I'm asking British Gas to look into these other issues and provide him with their decision on whether any repairs fall within the terms and conditions.

I wish to reassure Mr S I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

My final decision

For the reasons I have given, it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 1 January 2024.

Paviter Dhaddy
Ombudsman