

## The complaint

Mr L is unhappy that British Gas Insurance Limited won't replace drainage pipes following a blockage.

## What happened

Mr L has plumbing and drainage cover through British Gas. He had cause to claim under the policy in April 2019 when a drain was blocked. Dyno-Rod came out and inspected the drains and discovered roots and growth had come through the existing clay pipe which had caused a blockage. It also found joints had been displaced and suspected there were leaks but couldn't test due to limited access. Dyno-Rod recommended Mr L upgrade his existing pipes to prevent further root ingress. The flow was later restored.

Mr L wasn't happy to receive the quote as he believed replacing his pipes was covered under the terms of the policy. And so he complained. British Gas didn't uphold Mr L's complaint as it said the pipe was part of the fabric of the house and wasn't a component 'part'. It said it will come out for future repairs but not to the pipe unless upgrade work was carried out.

Our investigator considered the complaint and concluded British Gas had declined the claim unfairly. She found there was no exclusion within the policy that related to the 'fabric of the house' and that under the terms Mr L was entitled to a replacement pipe if it couldn't be repaired. So she asked British Gas to replace the pipe with like for like pipe - clay pipe.

British Gas has said it has restored the flow of the pipe which is what's required under the terms of the policy. It said any repair would be classed as betterment/modification to the current drainage system. It also referred to its exclusions relating to pre-existing faults. It said under the terms of the policy it would only cover a repair to any drain if there is recent history of repeat blockages or flow cannot be restored.

## 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. I have decided to uphold this complaint for broadly the same reasons as the investigator.

Mr L has cover for his drains under his British Gas HomeCare policy. The policy covers:

- **Repairing** and unblocking **drains** to restore flow
- **Repairing** leaks to internal waste water pipes and external soil and vent pipes.
- A **replacement** of parts we can't **repair**.
- **Accidental damage**.

Words in bold are given the definition provided for in the policy. Repair(s)/repairing/repaired is defined as:

*to fix your boiler, appliance or system following an individual fault or breakdown but not repairs that are purely cosmetic or related to software which doesn't stop the main function of your boiler, appliance or system from working or make it unsafe.*

Replacement/replace/replacing is defined as:

*... Where we replace your boiler, appliances (not those covered under Kitchen Appliance Cover) or parts with a British Gas approved standard alternative. We'll provide replacements with similar functionality but not necessarily an identical make and model or type of fitting. ... If we're unable to provide a boiler, appliance or part with similar functionality we'll install a new and unused like for like alternative that you provide, but we'll only accept responsibility for our workmanship.*

Drains is defined as:

*the system of waste water pipes on your property.*

I accept that when Mr L initially called British Gas it was because he had a blocked pipe. I also accept that British Gas has restored flow. But I cannot ignore the details of Dyno-Rod's report which highlights other defects in the pipe work - namely medium and large displaced joints. It also suspected the pipe was leaking in a number of locations. In addition to unblocking drains, Mr L's policy covers him for repairing drains, including leaks.

Under the terms of the policy Mr L is entitled to have his drain repaired; and if it can't be repaired replaced on a like for like basis. I therefore agree with the investigator that British Gas need to repair the defects (and possible leaks) identified with the pipe. And if it can't repair the pipe it needs to be replaced with like for like pipe - that is clay pipe.

Dyno-Rod originally quoted for installing a new poly liner to the pipe work to prevent future root ingress. I agree that this would be classed as an upgrade to Mr L's existing pipe work and so isn't something he's entitled to under the terms of the policy (this is expressly excluded in the General exclusions section).

Like the investigator, I can't find anything within the policy terms which refers to the 'fabric of the house' or similar. And nor can I find anything which requires recent history of repeat blockages. British Gas hasn't clearly explained what it was seeking to rely on when declining to repair Mr L's pipe. Latterly it has referred to the General Exclusion covering pre-existing faults. But it hasn't said what part of this exclusion clause (and it contains a number of different reasons) is relevant or shown how any of the exclusions apply to Mr L's circumstances. I therefore find it has treated Mr L unfairly.

### **Putting things right**

I find that Mr L has a valid claim under the terms of the policy. I require British Gas Insurance Limited to:

- repair the defects and any leaks in the pipe; or
- if the pipe isn't repairable, it needs to replace the pipe with like for like pipe.

If, on reflection, Mr L would like the upgraded pipe then British Gas should facilitate that, and Mr L will need to pay the difference.

Mr L has been caused inconvenience as a result of this matter as he has had defective pipe work for a number of months. And British Gas didn't provide clear explanations for declining

to carry out repairs or provide a replacement. I agree with the investigator that British Gas should pay Mr L £50 for the inconvenience caused.

**My final decision**

For the reasons given, I uphold this complaint and require British Gas Insurance Limited to put matters right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 12 December 2019.

Claire Hopkins  
**Ombudsman**