DRN-2349907

The complaint

Mrs M is unhappy that British Gas Insurance Limited ("BG") will not replace a broken Inspection Chamber cap under the terms of her HomeCare Four policy.

What happened

Mrs M's representative, Mr M, contacted BG because the Inspection Chamber (IC) cap on Mrs M's drainpipe was broken and was causing a smell to enter Mrs M's property. BG said that the cap was not covered under the terms of Mrs M's policy. Mr M complained about this to BG.

BG issued its final response and didn't uphold the complaint. BG said that Mrs M's policy only covers repairing and unblocking drains to restore flow and as Mrs M's drains weren't blocked, the issue was a household maintenance one. The final response also said that page 13 of Mrs M's terms and conditions sets out that manhole covers and manholes aren't covered by her policy.

Mr M was unhappy with this response. Mr M told BG that he felt the IC cap will cause future blockages and the broken IC cap wasn't a maintenance issue.

Mr M brought the complaint to us. He told us that the broken IC cap is "*essentially causing drainage issues, including blockages*" which he felt should be covered under the policy. Our investigator asked Mr M to provide further information on claims made concerning blockages caused by the broken cap. Mr M didn't provide any further information, but instead said BG had come out a few times for blockages and that BG would have the details.

BG told us the IC cap forms part of the manhole and cover and is therefore not covered under the policy. BG provided further information on the claim saying *"It is a rodding eye cap normally fitted to the top of a trap/interceptor/Windsor trap in an inspection chamber"* and *"is not covered under the T's & C's as it does not effect the service of a drain."*

Our investigator didn't uphold Mr M's complaint. He said that the terms and conditions of the policy didn't cover manholes and their covers. Nor did it cover faults that are purely cosmetic that don't stop the drain from working. And based on what he'd seen, he felt the cap wasn't causing a loss of drain function. Our investigator said he can't comment on what may happen in the future, but that if the drainage blocks, Mr or Mrs M should contact BG.

Mr M was unhappy with this response. He said the IC cap doesn't fall within the definition of a manhole cover and it isn't clear in the policy definition what a manhole cover is. He still believed the replacement of the cap should be covered. Our investigator didn't change his view. Mr M asked that the complaint be referred for an ombudsman's 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.

I won't be upholding Mrs M's complaint made. I appreciate this is not the outcome Mrs M and Mr M were hoping for, so I'll explain why I've reached this decision.

On page 12 of Mrs M's "*HomeCare Range Terms and Conditions*" booklet in the "*Drains*" section under the *"What's covered"* sub-heading it says *"Repairing and unblocking drains to restore flow"* and "*A replacement of parts that we can't repair".* And defines "*repair(s)/repairing/repaired*" on page 5 of the terms and conditions as:
"to fix your…system following an individual fault or breakdown but not repairs that are purely cosmetic…which doesn't stop the main function of your…system from working or make it unsafe."

And under the General Exclusions heading on page 31 of the terms and conditions it says:
"Your product only includes repairing or replacing your boiler, appliance or system when it stops working properly".

So I am satisfied that the terms and conditions of Mrs M's policy are clear that cover is only provided when Mrs M's drains stop functioning or are unsafe.

But Mr M hasn't provided evidence on Mrs M's behalf to demonstrate that the broken cap is either causing the drain to stop working or making Mrs M's drains unsafe. So I think, on balance, Mrs M's drains are working and aren't unsafe. And so - because of the above policy terms - I don't think BG has done anything wrong by not replacing Mrs M's broken IC cap under the terms of her policy.

Mr M says that the broken cap may cause blockages to Mrs M's drains in the future. Mrs M's policy terms and conditions are clear that cover is only provided if a drain stops functioning and so does not provide cover for issues that may cause blockages to her drains in the future. So I don't think, under the terms of Mrs M's policy, BG need to replace the broken IC cap.

So because I've not seen any evidence that the broken cap is preventing Mrs M's drains from functioning, I don't think it would be fair to require BG to replace Mrs M's broken IC cap. So I won't be upholding Mrs M's complaint.

My final decision

I do not uphold Mrs M's complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 11 January 2021.

Ruth Peek
Ombudsman