

## **The complaint**

Mr S complains about the service provided by British Gas Insurance Limited (British Gas) when he made a claim under his home emergency insurance policy.

## **What happened**

Mr S holds a Home Care policy with British Gas that includes repairs to plumbing and drains. In September 2020 Mr S contacted British Gas as he had a blocked drain at his property. The engineer who attended jet washed the drain to remove the blockage. But he said a tree root was causing the problem and it would need to be removed permanently to avoid future problems. Mr S asked British Gas to pay for this further work but it said it would only pay for removing the blockage. So, he paid a third party about £500 to cut the root and install a patch liner.

Mr S complained to British Gas and asked it reimburse him for the further work he'd paid for. He thought his Home Care policy covered him for this further work. British Gas didn't agree and said it had fulfilled its obligations under the terms and conditions of his policy. It said, if there's an underlying issue, it's the policy holder's responsibility to get the work done to prevent further problems. Mr S remained unhappy so he approached this service.

Our investigator said she was satisfied British Gas had acted in the way she'd expect it to. She thought British Gas had fulfilled its responsibilities under the terms and conditions of the Mr S's policy and wouldn't expect it to cover the cost of the additional work he'd paid for.

As Mr S remains unhappy, the complaint has been passed to me to make a final 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.

The terms and conditions of Mr S's Home Care policy sets out what it covers and includes the following:

*“Repairing and unblocking drains to restore flow”*

There's no dispute that British Gas unblocked the drain and restored the flow. There also seems to be no dispute that a root from Mr S's neighbour's tree was the underlying cause of the blockage. What I need to decide is whether British Gas has acted reasonably in refusing to pay for the further work Mr S paid for, which was to cut the root of his neighbour's tree and install a patch liner to the drain where the root was coming through. And, on balance, I think it has. Let me explain why.

British Gas was responsible for repairing and unblocking Mr S's drain to restore flow. As I see it, the key aim was to restore the flow. British Gas did that. It unblocked the drain by jetting it to remove the block and thus restored the flow. Any further repair wasn't necessary

to achieve that aim. British Gas therefore resolved the immediate issue.

Mr S paid a third party to do further work to prevent future problems and that seems to be a sensible thing to have done. Without removing the underlying cause of the blockage, it's likely to have occurred again at some point in the future. But, in light of the terms and conditions of Mr S's Home Care policy, I don't think it would be fair to expect British Gas to have carried out that work, or to pay for it now that it's been done.

British Gas suggested Mr S might be able to make a claim under his buildings insurance and that's an option he might choose to explore, if he hasn't done so already.

So, in summary, I don't think British Gas has acted unfairly in declining Mr S's claim, and I don't think it needs to do anything more.

### **My final decision**

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 7 July 2021.

Richard Walker  
**Ombudsman**