

## **The complaint**

Mr S complains about the service provided by British Gas Insurance Limited (British Gas) under his Home Emergency policy. Mr S is unhappy at British Gas not reimbursing him for the cost of unblocking a drain at his property.

## **What happened**

Mr S held a Home Emergency policy that provided servicing and breakdown cover. During 2020 Mr S had an issue with the drains from a toilet at his property. Mr S said that he called out British Gas on several occasions, but they were unable to resolve the problem. Unhappy at this situation, Mr S contacted a contractor directly to investigate. The contractor carried out work at a total cost of £1,400 to resolve the problem.

Mr S then complained to British Gas, asking that they reimburse him for the cost of the work carried out. Following discussions with British Gas, Mr S thought that they had agreed to pay him a substantial part of the cost of the work (but not the cost of that part of the work Mr S accepted wasn't covered under his policy). Mr S said that British Gas then changed their mind and rejected his claim for reimbursement, saying that the work carried out didn't fall within the cover provided by the policy.

Unhappy at his claim being rejected, Mr S complained to this service. He asked that he be reimbursed for the cost of the work by British Gas, at between £1,100 and £1,400.

Our investigator upheld Mr S's complaint and concluded that British Gas hadn't acted fairly. The investigator noted that following their rejection of Mr S's claim, British Gas contacted him to say that they would, after all, reimburse Mr S for the cost of detecting and removing the blockage in the drain (which the policy terms would cover). The investigator noted that Mr S responded to British Gas, providing a breakdown of costs for the contractor's investigation, excavation and making good of the drain (at a cost of £873 plus VAT). The investigator concluded that British Gas should reimburse Mr S these costs, together with simple interest of 8% from the date Mr S provided the breakdown of costs to the date that he was reimbursed.

British Gas disagreed with the investigator's conclusions and requested an ombudsman review the complaint. They did offer to reimburse Mr S for £240 (plus VAT) being what they considered to be the cost of the element of excavation to gain access to the drain and clear the blockage.

## **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.

My role here is to decide whether British Gas has acted fairly towards Mr S. The key issue of Mr S's complaint is about what element of the work that his contractor carried out to resolve the problem with the drain is covered under his policy. I've noted that in their Final Response Letter of December 2020, British Gas stated that they had

considered the invoice from Mr S's contractor. They had concluded that as the work involved installing new drainage pipe work and installing a new manhole cover, this wasn't covered under the terms and conditions of the policy. They added that the policy would only cover work that restored free flow to existing pipe work, or where pipe work was replaced because it was leaking. Any installation work or adding to the existing pipe work would be classed as an upgrade (and so not covered).

I've looked at the terms and conditions of Mr S's policy, specifically those relating to drains. Under the "*What's covered*" section of the policy, it includes (amongst other things):

- ✓ *Unblocking drains to restore flow*
- ✓ *Repairing drains where we deem the drain to be unserviceable to restore flow*
- ✓ *A replacement of parts that we can't repair*

I've also noted that under the "*What's not covered*" section the following are excluded from cover: "*manholes and their covers.*"

Under the "*Making repairs*" section there's a "*Getting access and making good*" heading that states: "*In addition to the cost of parts and labour...[our products] cover up to £1,000 including VAT for getting access and making good\*.*" (\*-defined as "*getting access to your appliance or system, and then repairing any damage we may cause in doing so*").

Looking at the exchanges and other evidence provided by Mr S and British Gas, the invoice for the work carried out by Mr S's contractor is split between drainage and other work. The drainage work totals £1,188 plus VAT and is listed as:

- *"Excavate between the corner of the proposed shower room and back of the garage to find the existing soil pipe.*
- *Cut and install a plastic chamber with risers and a cover.*
- *Install lean mix concrete around the bottom section and then back fill with soil and leave level."*

To my mind, the first and third elements would be covered under the policy (but not the second). The contractor provided a further breakdown of drainage costs, as well as a description of the work undertaken. A figure of £873 plus VAT was provided for: "*The cost of the investigation, excavation and making good.*" Looking at the policy terms and conditions set out above, together with British Gas's response to our investigator's view, then I think it's reasonable that work on excavation and making good would be covered.

The key point of dispute is about the work carried out in response to what the contractor found to be the cause of the blockage. The contractor's further analysis states that: "*We found the blockage to be within the excavated area so we cut back the pipe work and installed a chamber instead of a section of pipe to make it easier to access in the future.*" The breakdown notes the cost of the chamber supplied and fitted was £315 plus VAT.

I've considered this carefully. I agree that installing a chamber is an upgrade, as it isn't simply replacing a section of pipe work with new pipe work. I think it's right to exclude this element. But the remainder of the work is – as the breakdown states – 'investigation, excavation and making good'. I think this is consistent with the policy terms and conditions, in particular the section relating to 'getting access and making good'. I think it's reasonable that, having excavated the affected area and determined the cause of the blockage, then the contractor should carry out a repair to clear the blockage that involved cutting into the pipework and replacing it. In my view this would also be consistent with the policy terms and

conditions reference to “*Repairing drains where we deem the drain to be unserviceable to restore flow.*”

I've also considered Mr S telling us that he was unhappy that British Gas were called out on several occasions during 2020 but were unable to find the cause of the blockage (or to clear it). However, the job history provided by British Gas only indicates one visit to Mr S's property in the early part of 2020. While it's not clear exactly how many visits may or may not have taken place, this isn't directly linked to the main aspect of the complaint, which is the question of what would be a fair and reasonable settlement of the cost incurred in clearing the blocked drain.

### **My final decision**

For the reasons set out above, my final decision is that I uphold Mr S's complaint. I require British Gas Insurance Limited to:

- Reimburse Mr S for the cost of investigation, excavation and making good (£873 plus VAT)
- Pay Mr S interest at 8% on the cost from the date he provided the breakdown to the date it reimburses him (assuming that Mr S accepts my decision).

British Gas Insurance Limited must pay the sums within 28 days of the date on which we tell them Mr S accepts my final decision. If they pay later than this, they must also pay interest on the costs from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 13 August 2021.

Paul King  
**Ombudsman**