

The complaint

Mr R complains that British Gas Insurance Limited (BG) unfairly declined to cover his claim under his HomeCare home emergency insurance policy.

What happened

Mr R had HomeCare insurance with BG from September 2020. This provided cover for Boiler and controls breakdown; Plumbing and drains; and Home electrical.

Mr R said he noticed a blockage in his bathroom towards the end of 2020. So he contacted his home insurance provider. He said that they came out and identified the problem and cleared the blockage. He said that they advised him they couldn't do any further work as his policy didn't cover it.

So Mr R contacted BG. He said that as his Insurance company had already identified the problem, using a CCTV survey, he already knew what the problem was when he first spoke to BG. He said that based on the information he'd given them, BG arranged for the required work to be completed December 2020. He said they said it would be 2-3 days' work.

Mr R said that when BG first visited his property at the beginning of December 2020 he showed them the CCTV survey pictures that he felt clearly showed the cause of the blockage. He said that BG looked at the pictures and said that his bathroom would need to be stripped out so that the issue could be rectified.

BG said that they attended Mr R's property in early December 2020 to try to resolve the blockage. They said they'd tried various methods to clear the blockage, but kept hitting a solid object. And that they'd used a camera which had identified a solid mass of tissues and wipes. But they couldn't clear the mass. So they said they needed to carry out further work to investigate the blockage.

But the work had to be postponed due to lockdown restrictions. When BG returned to Mr R's property in April 2021 they completed their own CCTV survey. And said that the required work wasn't covered.

Mr R said that the two CCTV surveys show the same issue. And therefore, as BG initially told him – based on the information from the first CCTV survey – that the work would be covered under his policy, he feels they should honour their original acceptance of the required work. So he complained to BG.

BG issued their final response to Mr R's complaint in June 2021. They'd asked their technical team to review the complaint and still didn't think they'd been wrong to decline to do the work. They said they hadn't been aware until their visit in April 2021 of the cause of the issue. And as this cause meant a policy exclusion was applicable, they'd declined the claim. They offered £50 compensation to apologise for the time it had taken them to tell Mr R the work wouldn't be covered.

Unhappy, Mr R brought his complaint to this service. He shared the CCTV survey pictures

that he'd initially shown to BG during their first visit to his property.

Our investigator didn't think Mr R's complaint should be upheld. She considered whether the time and actions taken by BG to reach their decision to decline his claim were fair and reasonable. She felt that BG had acted reasonably when they'd carried out their own CCTV survey in April 2021. And that it was only after they'd done this that they could reasonably have known that the policy exclusion they'd relied on applied. Therefore she felt BG had declined the claim fairly. She also felt that the £50 compensation they'd offered for the delay was reasonable under the circumstances.

Mr R didn't agree with our investigator. He said BG were lying about not knowing about the cause of the issue until April 2021. This was because he'd given them the CCTV photos in December 2020. He also said the person who'd initially told him that BG would do the work specifically knew about the adjoining pipe being the issue. But that another manager had confirmed there was a discrepancy with what he'd first been told.

As agreement couldn't be reached, the complaint has come to me for a final review.

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'm not going to uphold it. I know my decision will disappoint Mr R. But, based on what I've seen, I'm satisfied that BG have acted fairly and reasonably. I'll explain why.

BG said that Mr R had only had his policy with them since September 2020. And so when he made his claim they had no history of blockages to refer to. They said that when they visited the property for the first time in December 2020, they didn't know the cause of the issues. But after they'd been able to clear the blockage, they discovered what was causing the problem in April 2021. At this point they declined to cover the work as it wasn't covered under the terms and conditions of Mr R's policy.

Mr R said that BG knew what was causing the problems all along. As he had shared the CCTV survey his home insurance provider had carried out. Therefore he felt that BG should honour the commitment to cover the required work he said the first person he spoke to at BG made to him.

I've carefully considered everything both Mr R and BG have said and the information they've provided. This includes job notes and the policy terms and conditions. I've not been able to listen to the calls Mr R had with BG as BG told this service they are only retained for 90 days.

During the first December 2020 visit, it appears that BG were shown the pictures from Mr R's home insurer's CCTV survey. BG then arranged to visit the property again a few days later to try to clear the obstruction. But were unsuccessful. After that, they sent a repair crew just before Christmas 2020 to scope out the works. They said the repair crew suggested that they hired a multi-trader who would remove the bath and toilet so that they could excavate under where the bath was and remove the obstruction. This visit was postponed due to lockdown restrictions. But was eventually rearranged for 26 April 2021.

The job notes from this visit state:

"On our return visit we jetted again but this time we were lucky and managed to get the

tissue moved down somewhere. The line was cleared and we could see that the cause was that a joining pipe had been inserted too deep into another pipe and this causing an obstruction. This has been obscured by the tissue and was the reason we couldn't get past with our equipment. This is classified as poor install and is not covered. This was explained to Mr R – he has raised this with umpteen people in the call centre since. Each time we explain it's not covered".

The policy's terms and conditions state, under "General exclusions" on page 30:

Pre-existing faults

Your products don't include cover for any faults or design faults that:

- *were already there when your boiler, appliance or system was installed;*
- *existed when you first took out the product;*

So Mr R's policy doesn't provide cover for any faults or design faults that existed when he first took out the policy; or if any installation work hadn't been completed to a satisfactory standard.

Therefore I'm satisfied that BG acted fairly when they declined the claim under the policy's terms and conditions.

Based on what I've seen, I agree with our investigator that it wouldn't be fair or reasonable to expect BG to have used the pictures Mr R's home insurer had taken as conclusive evidence of the true cause of the blockage. As she said, BG are entitled to make their own assessment of the cause of the blockage. So, while I acknowledge that Mr R did share the CCTV survey pictures with BG in December 2020, I don't agree that they were obliged to use them.

I acknowledge that BG's position is that they only became aware of the actual cause of the blockage – the poorly inserted pipe – after their April 2021 visit. And that Mr R's position is that BG initially told him the work would be covered. As I stated earlier, I've been unable to listen to the calls between Mr R and BG. So I must make my decision based on the evidence I do have.

Having considered that evidence, I've reached the same conclusion as our investigator. I'm not persuaded that BG knew the actual cause of the blockage before April 2021. I say this because if they did, they could've immediately excluded Mr R's claim on the basis that it wasn't covered under the terms and conditions of the policy. Instead, they made several attempts to remove the blockage. I've seen no evidence that BG lied to Mr R. And I don't agree that the pictures he shared with them were clear enough to confirm what the issue was. Therefore I'm not going to ask them to cover the cost of the repair work.

BG offered to pay Mr R £50 compensation for the delay in resolving his claim. The terms and conditions of the policy state, on page 28:

We'll carry out any repairs or visits you're entitled to within a reasonable time, unless something beyond our control makes that impossible – in which case we'll let you know as soon as possible and give you another time when we can visit.

Considering the circumstances at the time of the issues, I'm satisfied that a lot of the delay was out of BG's control. I do acknowledge that it would've been frustrating for Mr R having to wait to get his claim resolved. But, under the circumstances, I consider that BG acted fairly

and reasonably when they offered £50 compensation. So I don't uphold the complaint and I don't require BG to do anything further.

My final decision

I don't uphold this complaint for the reasons above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 21 April 2022.

Jo Occleshaw
Ombudsman