

The complaint

Mrs B complains about how British Gas Insurance Limited (British Gas) dealt with a claim under her home emergency policy when she had problems with the drains at her property.

References to British Gas in this decision include their agents who provide services under the policy.

In bringing her complaint to this Service, Mrs B was supported by a representative. References to Mrs B include her representative

This decision covers Mrs B's complaint about British Gas as the insurer of her home emergency policy. It doesn't cover the actions or responsibilities of the local water company (S) for those drains for which they were responsible.

What happened

Mrs B had a home emergency policy with British Gas, including covering her drains. She had problems with blocked drains at her property over a number of years, where she would call British Gas to unblock them. There were instances of appointments not being kept or being rescheduled, causing her inconvenience. She and her neighbours also had to call out the local water company (S) when there were blockages in their shared drainage. In February 2023 there was a foul smell affecting both properties, which the S unblocked.

However, the smell lingered, so Mrs B called British Gas as the drains at her property were blocked. They attended and cleared the blockage in both the shared drains and Mrs B's drains. S carried out a drainage survey and said there were large 'displacements' of pipes in the drains which were causing the problems. British Gas attended again, and the issue was with the shared drain, not her drains. Discussions took place between British Gas and S and Mrs B then commissioned her own independent drainage survey (at a cost of some £200) from a drainage firm (M). The survey concluded there were severe 'displacements'. S attended again and carried out another survey, concluding there were problems with both the shared drains and those for which Mrs B was responsible. S rectified the problems with the drains for which they were responsible.

Mrs B contacted British Gas for them to attend in respect of the issues with the drains for which she was responsible. Several appointments were made for engineers to visit the property, but (variously) they didn't have the right equipment, weren't able to resolve the specific nature of the problems.

Frustrated at the time the problems had been ongoing, taking time off for appointments, Mrs B complained to British Gas.

After several calls chasing British Gas, call backs promised which didn't happen, they issued a final response to the complaint in December 2023. They didn't uphold all the complaint but offered £100 compensation for delays in responding to her complaint and the first complaint being closed in error.

On the problems with the drains, British Gas said their survey of the drains (September 2023) concluded the drains were serviceable within the relevant regulations. Mrs B's policy covered restoring flow on a serviceable drain. A drain would only be repaired under the policy when it was deemed unserviceable to restore flow. British Gas referred to the policy terms and conditions. A further survey (October 2023) reached the same conclusion, that flow could be restored. British Gas also said when the drain was installed, it was done poorly (as evidenced by the pipes being displaced and the fall on the pipes not being correctly set to remove standing water). British Gas had provided a quote for the necessary repair work (December 2023) but this would be separate charge, not covered under the policy as the drains were deemed serviceable. They also disputed M's conclusion the drain had collapsed, saying water wasn't backing up and there was still flow.

Unhappy at British Gas's response, Mrs B complained to this Service. She said problems with her drains were ongoing throughout 2023 and she'd had to contact British Gas several times. She'd also spent some £200 on an independent survey as British Gas had refused to acknowledge there was a problem. She'd had to call them many times for updates on what was happening and was promised call backs which didn't happen. She'd called about 20 times and each call lasting about 45 minutes. She'd also had to ensure she, or a family member, were at the property for each appointment (some of which had been missed). Complaints were raised with British Gas then closed without her being contacted. M had quoted £740 (plus VAT) to fix the issues with Mrs B's drains, which she didn't believe she should be responsible for, as they should be covered under her home emergency policy.

Our investigator didn't uphold Mrs B's complaint, concluding British Gas had acted in line with the policy terms and conditions. He also thought the £100 compensation was fair. So, he wouldn't be asking British Gas to do anything further. The policy provided for repairs to drains only where they weren't serviceable, and British Gas considered the drains to be serviceable. While there were multiple visits from engineers who wouldn't repair the drains, British Gas had explained to Mrs B repairs wouldn't be covered under the policy.

Mrs B disagreed with the investigator's view and requested that an ombudsman review the complaint. She didn't think British Gas could classify a collapsed drain as serviceable. When British Gas first visited to survey the drains, the CCTV camera became stuck when attempting to move beyond the second displacement (or pipes). At that point the engineer said the drains would need to be re-lined and British Gas would be in contact and to authorise the necessary work. The engineers who attended had advised her they thought the displacements were large enough to warrant a repair – but British Gas wouldn't authorise a repair.

S had also classified the drain as collapsed due to the cracks in the walls of the property above the drains. Mrs B commissioned a report that confirmed the drain had collapsed ('excessive displacement'). She also provided images (of cracks in her property above the drains) she said showed the drains underneath had collapsed. Once the repair was carried out, there had been no further issues with the drains.

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 to decide whether British Gas has acted fairly towards Mrs B.

The key issues in Mrs B's complaint are, firstly, the ongoing issues with the drains at her property, which were ongoing through 2023. Mrs B maintains, based on evidence from her independent engineer (M) the issue is due to significant displacement (collapse) of drains.

She thinks this means the repair (which I understand has been carried out) should be covered under the policy. British Gas say the repair wouldn't be covered as the policy as the drains were serviceable within the relevant regulations and as such, the policy covered restoring flow in the drains (not repair). A repair would only be covered where it was deemed unserviceable to restore flow.

Mrs B is also unhappy at the number of times she'd had to contact British Gas about the issues and the time taken on calls and attending appointments.

On the first issue, in their final response, British Gas state:

"...we came out [on] 6 September 2023 and found no blockage at the property. When we came out again on 26 September 2023, as you advised us that the drain was cracked, a CCTV survey was completed on this day. From the survey...the drain is holding water by 10% and the drain is classed as serviceable within the WRC regulations...The drain is holding water by 10% due to a slight back fall on the drain and a minor joint displacement. The drain in question is under an extension to the house which is now a kitchen. The policy you hold covers restoring flow on a serviceable drain. We would repair this only when we deem the drain to be unserviceable to restore flow."

The response then refers to the following policy terms and conditions to support their view a repair wouldn't be covered under the policy. Under the *Drains* section and a heading *What's covered* it states:

- ✓ *"Unblocking drains to restore flow*
- ✓ *Repairing drains where we deem the drain to be unserviceable to restore flow."*

The second of these two terms means that if British Gas deem the drain to be serviceable (and can be unblocked to restore flow) then a repair wouldn't be covered (but an unblocking would be covered).

Mrs B commissioned a report from M on her drains. Looking at the report (dated June 2023) it reports (at various places in the drains) water levels varying between 5% and 20%; 'joint displaced, medium'; and 'settled deposits, hard or compacted' at varying % figures of 'cross-sectional area loss'.

Just before the issue of their final response, British Gas (through their contractor) provided a quote for the repair work to the drains (£750 plus VAT). It also refers to the CCTV survey(s) previously carried out and includes reference to 'medium joint displacement' and 'holding water' (at 5%). The quote also states:

"Under the WRC the classifications of joint displacements are joint displacement large, joint displacement medium and joint displacement small. As it's a medium joint displacement it's classed as serviceable under WRC classifications."

As both M and British Gas (their contractor) refer to 'joint displaced/displacement medium' and varying water levels (and British Gas surveys were later than M's) then it was reasonable for British Gas to conclude the drains were serviceable under the regulations. This would also be consistent with the description of what happened set out above, where blockages were cleared after attendance. Case notes from British Gas also indicate they would continue to attend the property to clear blockages as and when reported (unblock drains and restore flow, under the terms of the policy), until such time as things changed.

So, British Gas acted within the terms and conditions of the policy in attending the property and unblocking the drains. However, a repair to fix the drains (the joint displacement) wouldn't be covered as British Gas deemed the drains to be serviceable. And as they were able to unblock the drains, I don't think this is unreasonable. So, in the circumstances of the case, a repair to the drains (as opposed to unblocking them) wouldn't be covered under the policy – it would be a separate, chargeable service.

While I've come to these conclusions, I've also considered the other points raised by Mrs B in response to our investigator's view. First, that the [British Gas] engineer said the drains would need to be re-lined and British Gas would be in contact and to authorise the necessary work. And the engineers who attended advised they thought the displacements were large enough to warrant a repair. While I can't say what may or may not have been said by the engineers during visits, ultimately it would be for British Gas – not individual engineers - to make a decision on whether a repair would be covered under the policy or – as they maintain – as the drains could be unblocked and weren't unserviceable – a repair would be a separate, chargeable service.

Miss B also says S had classified the drain as collapsed due to the cracks in the walls of the property above the drains. However, my role here is to decide whether British Gas have acted fairly towards Mrs B, it isn't to consider the actions of S. My conclusions above are that British Gas acted in line with the policy terms and conditions.

On the point about Mrs B commissioning a report that confirmed the drain had collapsed ('excessive displacement') looking at the report available from M, I can only see it refers to 'joint displaced medium'. Which I've considered above. British Gas have also considered the report and reached their own conclusion (including from their own survey). I don't think that's unreasonable.

I've also looked at the images (of cracks in her property above the drains) she says show the drains underneath had collapsed. And Mrs B says once the repair had been carried out, there had been no further issues with the drains. However, of itself, I'm not persuaded the cracks in the property walls would be the result of the drains collapsing. Even though British Gas were able to unblock them, suggesting they weren't completely blocked, so hadn't 'collapsed'.

And the repair having been carried out meant no further issues with the drains suggests that joint displacement had been fixed, to the extent the drains didn't become blocked. It doesn't change my conclusion that British Gas being able to unblock the drains was reasonable and within the terms and conditions of the policy.

On the second issue, it's clear there have been communication issues as well as the time taken for British Gas to respond to Mrs B's complaint. While complaints handling isn't a regulated activity that falls within the remit of this Service (unless it has a direct bearing on the complaint made to this Service) given the circumstances of the case, I don't consider British Gas's offer to be unreasonable, so I won't be asking them to make a further award.

Taking these conclusions together, I've concluded British Gas haven't acted unfairly towards Mrs B, so I won't be asking them to take any further action.

My final decision

For the reasons set out above, my final decision is that I don't uphold Mrs B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 21 October 2024.

Paul King
Ombudsman