

The complaint

Mr S is unhappy that British Gas Insurance Limited ("BG") didn't clear or repair his toilet drain after he claimed under his HomeCare insurance policy.

What happened

The background to this complaint is well-known to both parties. So I've summarised what I think are the key events.

Mr S had a HomeCare policy with BG which included cover for repairs to plumbing and drains. He claimed under the policy for his toilet drain which he said was blocked. Following an inspection of the drain, BG said the blockage was limescale and the policy didn't provide cover. But Mr S didn't agree, and he said contractors had told him the blockage was concrete and the drain had collapsed. CCTV footage showing the inside of the drain revealed a solid mass, possibly concrete, blocking part of the drain, and a hole at the top of the drain. Mr S thought his policy provided cover for both unblocking the drain and repairing the hole.

BG said the blockage, whether concrete or scale, was not covered under the policy, and there was no evidence of major structural defects or a collapse that would've been causing a blockage. BG advised Mr S that he could either make a claim under his home insurance or seek a private repair.

Mr S was unhappy with BG's response to his claim, so he raised a complaint. He asked BG to show him where his policy excluded cover for a concrete blockage. Mr S said BG simply referred to the exclusion for scale.

BG remained of the view that the policy didn't provide cover for the blockage and that there was no evidence of a collapse. BG offered Mr S £45 towards the clean-up of grease around the drain surface, which he declined. Mr S brought his complaint to us.

One of our investigators looked into Mr S's complaint but he didn't think BG had treated him unfairly by declining to cover the blockage or drain repair. He explained that the policy provided cover to restore flow in the drain, and the evidence showed that it was flowing. Our investigator also looked at whether there was cover for accidental damage, but he didn't think the blockage could've been caused by a natural, accidental event. Therefore, our investigator wasn't persuaded that BG had done anything wrong by declining a repair under the policy.

Mr S didn't agree. He referred to other decisions where an ombudsman upheld similar complaints, and he commented on how the policy wording supported his claim. Because he didn't agree, Mr S's complaint was passed to me to decide.

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've decided not to uphold Mr S's complaint. I realise this will be disappointing to him, but I'll explain why I've reached this decision.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. My role is to look at how BG handled Mr S's claim and decide whether its response to his claim complaint was fair, taking into consideration all relevant evidence, rules, and what is likely to have happened.

For context, Mr S made two separate claims under his policy for problems with his kitchen drain and his toilet drain. He raised two separate complaints to BG about its handling of each claim, and subsequently brought two complaints to this service for a decision. This decision is in respect of the toilet drain only, and any action taken by BG in respect of the kitchen drain will not be taken into consideration here. That includes any offer to resolve matters.

The policy sets out the detail of the contract between Mr S and BG, so I've looked first at the cover available for this type of claim.

Drains

What's covered

- *Unblocking drains to restore flow*
- *Repairing drains where we deem the drain to be unserviceable to restore flow*
- *Repairing leaks to waste water pipes and soil and vent pipes*
- *A replacement of parts we can't repair*
- *Accidental damage*

This policy wording tells me that if Mr S's drain was fully blocked, preventing flow, or leaking, BG ought to have completed a repair. The evidence provided shows that there was an obstruction in the lower half of the drain. While there isn't full agreement about what that obstruction is, it does appear to be something like concrete with scale on it. However, the CCTV video showed that water flowed over it.

I understand the video also showed a hole at the top of the drain. Mr S said the drain had collapsed. A hole wasn't evident to me, but I think a collapsed drain would've been and BG pointed out that there'd be broken clay rather than concrete. Based on the evidence, I'm persuaded that there was a hole rather than a collapse.

Importantly, though, none of the evidence available, either from BG or Mr S's contractor, indicates that the drain was fully blocked such as to prevent flow, or that it was leaking. So, turning back to the policy, I find that BG reasonably declined a repair because the problem did not fall within the specified cover.

I've also considered whether BG could've completed a repair under the cover for accidental damage. It would be up to Mr S to demonstrate that, more likely than not, there'd been an accidental event causing the hole and/or obstruction. In the absence of any evidence, I can't say BG unfairly discounted this possibility.

I've noted Mr S's evidence in which he said the water still doesn't flow properly and every so often he uses a bucket to flush through to restore flow. I can understand that would be an inconvenience for him, but I can't fairly say BG is responsible for doing any more than it has based on the evidence available. BG advised Mr S to contact his home insurer or seek a private repair. The policy states:

General Exclusions

Any damage that's covered by other kinds of insurance

Your product doesn't include repairing or replacing any damage caused by...structural issues...or any other kind of damage that's normally covered by household insurance – unless your product specifically includes it.

So, based on this, I don't think BG's suggestion was unreasonable.

Other ombudsman decisions

Mr S thought his complaint matched others investigated by this service which had been upheld. A crucial part of our service and the way we consider complaints is that we consider each complaint on its own merits and its own individual circumstances. So, my decision won't be impacted in any way by any decision made on a different complaint, no matter how similar Mr S feels the situation is. My decision is impacted only by the circumstances of his claim, taking into consideration the regulator's rules, policy wording, and what's fair.

Compensation

As a final point, I note that BG offered Mr S £45 as a gesture of goodwill. From the evidence, it seems to me that the offer was made in relation to grease which came from the drains and needed cleaning. However, as this complaint was in relation to the kitchen drain claim, I don't make a finding here about whether BG should pay the sum offered. I've noted, however, that this was addressed by the ombudsman who reached a decision about the kitchen drain.

Overall, I'm satisfied that BG attended to the report of a blockage and declined a repair fairly and reasonably based on the evidence available and in line with the policy. I see no reason to require BG to do anything more.

My final decision

For the reasons I've given, my final decision is that I don't uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 17 January 2025.

Debra Vaughan
Ombudsman