

The complaint

Mrs T complains about British Gas Insurance Limited's handling of a claim she made under her home emergency policy.

British Gas is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As British Gas has accepted it is accountable for the actions of the agents, in my decision, any reference to British Gas includes the actions of the agents.

What happened

In late 2024, a hole opened up in Mrs T's back garden revealing what appeared to be a foul drainage brick-built chamber. Mrs T was concerned that the collapse of the area around the chamber would affect the drainage of her toilets, and a possible further collapse would cause a full blockage. So, she made an appointment with British Gas.

The British Gas engineer who attended said he couldn't access the buried chamber as this wasn't covered by the terms of Mrs T's policy. He said British Gas would come back and clear the drain, once the chamber was exposed.

Mrs T says her husband took time off work to dig out access to the chamber. Another British Gas engineer returned the following day and cleared the blockage. However, he said he couldn't do any further work because it was a manhole. Mrs T says she was left with an open sewer in the back garden and was concerned about hygiene issues and frost damage.

Mrs T raised a complaint with British Gas. She was unhappy that British Gas had left her and her husband to gain access to the drains themselves, and it also wouldn't agree to carry out reinstatement work following the repair.

British Gas said these works weren't covered under the policy's terms and conditions. So, Mrs T asked the Financial Ombudsman Service to consider her concerns. She said British Gas was also chasing her for £60 that it had agreed not to charge her.

Our investigator didn't think Mrs T's complaint should be upheld. She thought British Gas had acted fairly, in line with the policy's terms and conditions. She didn't think British Gas had done anything wrong in pursuing Mrs T for the £60 policy excess. She said she hadn't seen evidence to support it being waived.

Mrs T disagreed with our investigator's outcome. So, her complaint has been 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 Mrs T's complaint. I'll explain why.

I've considered everything Mrs T has told our service, but I'll be keeping my findings to what I believe to be the crux of her complaint. I wish to reassure Mrs T I've read and considered everything she has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

Policy cover

The "drains" section of the policy's terms and conditions say there's cover for:

- ✓ *"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 that we can't repair*
- ✓ *Accidental damage"*

Mrs T booked her initial appointment online. She logged the issue as follows:

"Hole in back yard rear parking area has opened up over what appears to be a foul drainage brick built chamber which was previously not known about (we've been in property for 23 years) and nothing was there to indicate this chamber. A hole of about 1 foot square has opened up revealing a larger area of about a metre square below. We are unsure of how this is affecting drainage of toilet as it has just happened and concerned that further collapse will cause full blockage".

British Gas says when the first engineer attended, he established that the hole was in fact a buried chamber. According to his notes, the engineer contacted British Gas's validation team and was told Mrs T wasn't covered for excavation. Mrs T was advised to call back once she had exposed the chamber so it could reattend and complete the repair.

I appreciate this was frustrating for Mrs T who says her husband had to take time off work to dig out the chamber. But British Gas says the policy excludes gaining access to buried chambers that have been built over as these should have been left accessible.

British Gas has referred to an exclusion which says "... *Excavation directly under the property where there is a risk to foundations*".

Mrs T feels this exclusion doesn't apply because the chamber was in the garden. The policy's definition of "*property*" includes all the land up to the policyholder's boundary, so it isn't limited to the buildings. I appreciate Mrs T doesn't believe there was a risk to the foundations because the chamber was approximately one metre away from the nearest wall of her house. But I haven't seen any expert evidence to support what she's said about that.

In any event, there is also a general exclusion in the policy which says:

Pre-existing faults

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

- *Prevent access because a part of your system has been permanently built over."*

British Gas wasn't able to access the drainage system because the chamber was buried. So, I don't think it was unreasonable for it to have required Mrs T to arrange for it to be made accessible before returning to clear the blocked drains.

I understand Mrs T is also unhappy that British Gas didn't carry out reinstatement work after clearing the blockage to the drains.

The second engineer who attended noted that he'd cleared the blockage caused by slate blocking the drain which was causing the system to back up.

Next to "*Details of Recommended Work*" he noted "*Fit new manhole lid and build up to ground level.*"

British Gas says raising the chamber would be classed as betterment and upgrading the drainage system and is not covered by the policy. It's referred to the following wording in the policy's terms and conditions:

"Making any improvements

Your product only includes repairing or replacing your boiler, appliance, system or electrical vehicle charger when it stops working properly – it doesn't include any improvements or upgrades..."

Mrs T says she would have been happy for the chamber cover to simply be repaired or replaced. She says she didn't ask British Gas to improve the chamber, just to put it back as it was originally, assuming it would repair or replace the stone covering and rebury the chamber. She says if British Gas had agreed to do any of the work or contribute to it, she would have been happy to pay for any element of betterment.

The drains section of the policy specifically excludes cover for:

"... Rainwater guttering and down pipes, manholes and their covers, soakaways, septic tanks, cesspits, drainage pumps, treatment plants and macerators and their outflow pipes."

So British Gas wasn't required to replace the manhole cover under the terms of the policy.

Mrs T has commented that "*manhole*" isn't defined in the policy's terms and conditions, and she doesn't believe the chamber meets the dictionary definition of it. However, British Gas's experts have described the chamber as a "*manhole chamber with interceptor*".

In any event, the engineer's recommendation was to fit a new manhole lid and build up to ground level. So, I'm satisfied the rectification work that was needed to make the drains more accessible, was to do with a manhole.

Mrs T has commented that the repair work has since been carried out because she couldn't find a contractor who would simply repair the chamber and bury it. I think this supports what British Gas said about additional work being necessary.

I appreciate it was a concern for Mrs T to be left with exposed drainage. But her home emergency policy with British Gas didn't cover the work that needed to be completed. British Gas cleared the blocked drains which was all it was required to do under the terms of the policy. So, I'm not persuaded British Gas acted unfairly.

Policy excess

Mrs T has also complained about British Gas pursuing her for a payment of £60. She says she was told a call out fee wouldn't be charged.

Mrs T's policy documents show there was a £60 excess for plumbing and drains cover. British Gas says Mrs T was invoiced for this excess after the blockage was cleared in November 2024. It says this was the only invoice raised in respect of her claim.

British Gas says it no longer has a recording of the call where Mrs T says the agent told her the £60 fee would be waived. It has provided a call note but this doesn't mention a £60 fee or charge.

I can see Mrs T queried the invoice in an email she sent to British Gas on 21 November 2024. She said: *"please note that I have received a second invoice and we were told last week that we would not be paying for the second visit"*.

Given the above, I think it's likely that British Gas told Mrs T she wouldn't be charged another excess for the second engineer's visit, rather than it agreeing to waive the excess entirely.

In his response to Mrs T's email on 22 November 2024, the British Gas representative said he could only locate one £60 excess invoice which was generated on 15 November 2024. This was generated following Mrs T's completed repair and clearance of the blockage during the visit of 13 November 2024. He said this amount was currently outstanding and he'd been unable to locate any previous payment collected for this repair. He said if Mrs T felt this was incorrect, he'd be happy to investigate if Mrs T provided further details.

British Gas says Mrs T didn't provide any further information about the invoices.

Mrs T says the first excess payment was taken via the website when she made the claim. She says she thought the invoice was raised for the second visit which was needed after the British Gas engineer left without doing anything. She says if it's British Gas's position that no payment has been received, then she is happy to pay one excess if it can't be deducted from the claim.

Mrs T has also commented that the British Gas website requires £60 to be paid online when the claim is submitted. However, she hasn't provided any evidence to show that she paid her excess when she first made her claim. Nor have I seen anything to show that she provided evidence of the payment to British Gas after it explained why this amount was showing as outstanding on 22 November 2024. So, based on what I've seen, I'm not persuaded British Gas was wrong to pursue Mrs T for this money.

If Mrs T can provide evidence to show she has already paid this excess, I suggest she provides this to British Gas. And I'd expect British Gas to deal with this fairly.

I appreciate my answer will be disappointing for Mrs T, but overall, I think British Gas has acted fairly and reasonably.

My final decision

For the reasons I've explained, I don't uphold Mrs T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 27 October 2025.

Anne Muscroft
Ombudsman