

The complaint

Mr B has complained that British Gas Insurance Limited ('British Gas') declined his claim under his home emergency insurance policy. For the avoidance of doubt, the term 'British Gas' includes reference to its agents and for the purposes of this decision.

What happened

Mr B held a policy with British Gas which covered plumbing and drains at his property. He contacted British Gas in August 2024 about damage to an external pipe which connected a room sink at his property into a downpipe from the gutter. An engineer attended on behalf of British Gas, and it subsequently considered and reviewed the claim.

British Gas ultimately declined Mr B's claim as it considered there had been a modification to the system and a faulty design, however it paid Mr B £100 in compensation as it acknowledged that there had been communication failures. Mr B thought that the real reason British Gas declined to repair the pipe was due to the job being inconvenient and expensive. He also felt that the compensation of £100 was '*derisory*', bearing in mind the huge inconvenience caused to both Mr B and his tenant, so referred his complaint to this service.

The relevant investigator didn't uphold Mr B's complaint. She considered that British Gas had acted reasonably in trying to determine if sinks were illegally running into a clean water system. She noted that the relevant policy didn't provide cover in the case of pre-existing or design faults. If it was ultimately evidenced there was no design fault in the arrangement of the pipes and that there was a combined system, she was satisfied that British Gas was prepared to review its decision regarding the pipe repair.

Mr B was unhappy about the outcome of his complaint, and the case has been referred to me to make a final decision in my role as Ombudsman

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.

The key issue for me to determine is whether British Gas applied the terms and conditions of the relevant policy in a fair and reasonable manner in declining Mr B's claim. I consider that it did act in a fair and reasonable manner in this respect, and also in recognising the delay in reaching its final outcome by paying Mr B £100 in compensation. I therefore don't uphold Mr B's complaint. In reaching this decision, I've considered the parties submissions as summarised below.

I turn firstly to Mr B's submissions. He said that he was told by British Gas in August 2024 that a report would follow its decision, but he didn't receive it despite several requests, even though its procedure was that a report should be sent or left following the appointment. He felt that British Gas had led him to believe that his complaint was being viewed favourably.

As for the broken pipe, this led from a sink in a bedroom on the top floor. He said that on the

first visit, *'the engineer clearly stated that he was afraid of heights,'* that scaffolding was needed, as well as permission from the council. Mr B said that the engineer *'seemed accepting of the work needing to be done'*. The engineer then called the agent's office, and it was at this point that it raised the issue of pipework being different to that of adjacent houses. Mr B explained that the pipes carried water from the sinks in each of the bedrooms and that none of the adjacent houses had sinks in bedrooms. Mr B said that British Gas originally denied working on the drain at the back of the house but then backed down.

Mr B considered that the British Gas investigation was at best inconclusive. He felt that it wasn't based on proper evidence but based on beliefs and suppositions. He also said that the broken pipe wasn't being classified by British Gas as comprising of a faulty design. He said that the pipe at the rear of the property was identical to the front in terms of sink pipes going into it, *'but now advised that the pipe at the rear is a foul drain.'* Mr B said that he'd been left in the position where there were two pipes, one at the front and one at the back of the house, but one was classified as a foul drain and covered by the policy, whilst the other wasn't covered. He felt that gutters were also exposed to birds and animals defecating in them and questioned how this was cleaner than sink water. Mr B considered that the real reason why British Gas wouldn't repair this pipe was that it was *'too inconvenient and expensive.'*

Finally, Mr B said that it was incorrect to assume that all homes, regardless of age, had separate drainage systems unless proven otherwise. He said that pre-1970, combined systems were the norm, and he felt that the onus was upon British Gas to prove that this wasn't the case. He said that the relevant water company didn't show two connections and where there are separate systems, these were clearly marked. He considered this to be compelling evidence. He added that relevant legal searches didn't suggest any illegal connections. Mr B had also met with a local estate agent who remarked that it was a pleasant surprise that the feature of bathroom sinks had been retained.

I now turn to the British Gas response to Mr B's complaint. Its engineer's report dated 16 August 2024 stated, *'isolated the basin on the third floor as the waste is broken outside and awaiting to hear from bg if the waste is covered or not.'* Having considered the matter, British Gas concluded that there was an inappropriate connection of sink waste pipes to the stormwater drainage system. It stated that looking at other nearby properties, none of them had this type of installation, and only had surface or stormwater drainage at the front of their properties. It said that the foul drainage to the rear was often how older properties were set up with kitchens and toilets to the rear of the property. It believed the pipes had therefore been modifications which it would deem to be a faulty design or an installation error and therefore not covered under the terms of the policy.

Regarding a CCTV survey, British Gas stated that it had been unable to carry out any CCTV survey. It said that its agent did attempt to carry this out but found that there was no access point at the base of the downpipe and just a gully. It thought that this *'further reinforces the view that this is not foul drainage'* and therefore, sub-standard and not covered by the policy. It considered that if Mr B was unhappy with this assessment, then he should approach the relevant water company *'although he runs the risk of them saying they want all the sinks removed once they take a look.'*

It referenced work that had been carried out by its agent to the rear of the property, and it ultimately agreed that this had been covered *'as it is a foul drain at the back so there are no issues with faulty design...'* whereas at the front of the property it was a surface water drain. It said that it had asked Mr B to invite his local water company to look further at whether the front of the property was in fact draining into a combined system, as it said that it was not within its remit to do so. British Gas concluded that if the water wasn't draining into a combined system, the foul drains would need to be relocated *'due to an illegal connection'*

which isn't covered under the terms and conditions' It said that if covered, it would have completed necessary work regardless of the complexity of the job. It apologised however as to the length of time taken to reach a final outcome and it offered compensation of £100 in this respect.

I now turn to the reasons why I've been unable to uphold Mr B's complaint. The terms and conditions of the policy will be the starting point, as these provide the basis for the insurance contract between the customer and his insurer. In this case, the policy makes it clear that, in principle, the policy covers repairs to plumbing and drains. *'Drains'* are duly defined in the policy booklet as *'the system of waste water pipes on your property,'* and what it covers in principle includes *'Repairing drains where we deem the drain to be unserviceable to restore flow, repairing leaks to waste water pipes and soil and vent pipes'* and *'replacement of parts that we can't repair'*. It also refers to what is not covered as follows; *'Rainwater guttering and down pipes...shared drains.'*

The policy booklet also includes some general exclusion clauses such as the following: *'Your products don't include cover for any faults or design faults that: ...were already there when your...system... was installed...existed when you first took out the product...'*

I note that the fault does appear to be within a waste water pipe which would generally be covered by the policy, and British Gas would, in principle, be expected to repair such a pipe where there is a leak. However, I must then go on to decide whether it was fair and reasonable for British Gas to rely upon the above exclusion clause, as insurance policies don't cover all eventualities. The remit of this service is to decide the matter on the balance of probabilities. Whilst I consider this to be a finely balanced issue, I do consider it more likely than not that the pipes which lead from bedroom sinks into the main downpipe consist of a fault or design fault which existed prior to when Mr B took out his insurance policy. As such I'm satisfied that the policy exclusion was fairly applied by British Gas in this case.

I appreciate Mr B's position that British Gas had previously carried out work to the rear of the property where he felt there was an identical system and had therefore set a precedent. British Gas explained this apparent inconsistency by stating that the rear of the property was likely to correctly connect into foul drainage as, historically, kitchens and bathrooms would be located to the rear of the building. It also compares this property to other properties in the location which don't have the same system configuration at the front of this particular property. I'm persuaded that the available evidence does point to the drains at the front of the property being designed only to accommodate storm water from guttering rather than foul water or combined drains to accommodate sink or bathroom water.

In addition to this, I'm satisfied that British Gas acted in a fair and reasonable manner by agreeing to look into the matter again, should the drain to the front of the property prove to be a foul water or combined drain. It's surprising if the relevant water company or relevant authorities are unable to confirm this point. Likewise, if Mr B engaged his own engineer to establish the position, I would expect British Gas to honour the policy commitment. However, I don't consider that it would be reasonable to require British Gas to carry out invasive digging operations in the light of my determination on the balance of probabilities as above. I consider that it's made reasonable attempts to carry out a CCTV survey, and that as there was no manhole in the vicinity, this didn't prove possible.

As to the communication delays, British Gas acknowledged that it was slow to respond on occasions, and it has paid Mr B £100 in compensation for the inconvenience caused in this respect. I consider this to be a reasonable response, and this is in line with the remedy we would expect a business to provide in such circumstances.

In conclusion, I don't find that British Gas has acted in an unfair or unreasonable manner. I

appreciate that this will come as a disappointment to Mr B, and I also appreciate that he has had to wait a long time to receive this final determination. I hope however that this will provide him with the opportunity to satisfactorily and appropriately resolve the drainage issue at his property.

My final decision

For the reasons given above, I don't uphold Mr B's complaint, and I don't require British Gas Insurance Limited to do any more in response to his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 11 March 2026.

Claire Jones
Ombudsman