

The complaint

Mr O complains about how British Gas Insurance Limited handled claims under his HomeCare policy.

What happened

Mr O reported sewage smells in his property to British Gas on several occasions between 2021 and 2024. British Gas investigated these issues, cleaned the drains, installed some patches to repair the drains, but it eventually said the issue was an incorrectly installed manhole, which wasn't covered by Mr O's policy.

Mr O eventually had a third party carry out a survey on the pipework in 2024, as he didn't think the manhole was the cause of the issue. This found open and displaced joints, as well as a deformed patch, that needed repairing. Mr O paid for the report, repairs, the associated cleaning and descaling of the pipework, as well as the works done on the flooring as a result of the repairs. He wants British Gas to reimburse him for these costs, as he says it failed to carry out the necessary repairs under his policy.

One of our investigators reviewed the complaint. Having done so, he thought that as the issue was an incorrectly installed manhole, British Gas didn't need to pay for the cost of repairs the third party carried out. But the investigator noted that Mr O had to pay for another descale shortly after he paid British Gas to descale the pipework. He thought that had this been carried out properly, it's unlikely Mr O would have had to have this carried out again. So, the investigator said British Gas should refund the cost of the descale it charged Mr O, as well as pay him a total of £450 to compensate him for the distress and inconvenience caused in all the circumstances (inclusive of the £300 it had already offered).

Neither party agreed with the investigator's findings. As no agreement was reached, the complaint was passed to me to decide. I issued my provisional decision in November 2025. Here's what I said:

"Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of this complaint.

Mr O's policy provides the following cover for drains:

- *"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"*

And this section excludes the following:

- *"[...] manholes and their covers [...]*

- *Cleaning and descaling your drains*
- *Shared drains*
- *Excavation directly under the property where there is a risk to foundations”*

Based on what I've seen so far, I don't think British Gas handled Mr O's claim as well as it should have done. Here are my key findings:

- *British Gas first visited in December 2021 and didn't find any blockages. But it looks like it returned with a camera in January 2022 and found a displacement in the pipes. A broken pipe was repaired with a patch in March 2022. So, by this point, I'm satisfied British Gas had investigated and fixed the issue it found.*
- *Mr O reported sewage smells again in October 2022. It looks like British Gas carried out an investigation with a camera in November 2022, but it's not clear what it found, and how extensive this investigation was. However, it looks like there were some investigations in 2023 to see if some of the issues were due to shared drains. These wouldn't have been British Gas' responsibility.*
- *I think it's clear that when Mr O reported the same issue again in 2024, British Gas should've carried out a thorough investigation why the issue still hadn't been resolved. It carried out an investigation with a camera again in May 2024, installed some patches and carried out a descale which Mr O paid for. But this still didn't resolve the issue.*
- *I think Mr O acted reasonably by asking a third party to carry out a survey to find the cause of the issue, considering British Gas had failed to identify and fix the problem over an extensive period. However, this should have been done by British Gas, so I think it needs to pay for the cost of this survey.*
- *The third party found two key areas that were causing issues. One area had open and displaced joints which it said was the likely cause of foul smells, and these would leak foul water into the area surrounding the pipe. Near this area there was also a 90% blockage. And another area had a deformed batch with a belly, and near this area there was a 35% blockage. I think these were issues that British Gas failed to identify and repair, as these were causing leaks and impacting flow. So, I think British Gas needs to pay for these repairs.*
- *I can see that Mr O also paid separately for the third party to clean and descale the pipework. It's my understanding that cleaning was an integral part of repairing the pipework, so I think British Gas should pay for this as part of the repair. And had British Gas investigated the issues in full earlier, I think it's unlikely Mr O would've had to pay for two descales. So, I think it should pay for the descale Mr O had to pay for to the third party. And I don't think it would be fair for British Gas to rely on the policy exclusion for these costs, for the reasons I've explained.*
- *Lastly, I can see that the policy also includes cover to gain access and make good for each repair. British Gas should also pay these costs by only taking into account the third party's costs for the relevant policy year. This is because had British Gas done everything right, there would have only been one set of these costs for the policy year.*

- *British Gas said that the issue was the incorrectly installed manhole in the kitchen, which was allowing smells to escape into the property. But I can't see that any engineer who visited inside the property confirmed the smells came from the manhole. And I can see that Mr O's tenant didn't think the kitchen ever smelled. Mr O, and his tenant, have been consistent throughout several years in saying that the smell was coming from the front of the house, instead of from the kitchen, which was at the back of the house. So, I'm not persuaded by British Gas' argument that the issue was the manhole. That means that I don't think it has fairly relied on this exclusion to decline the claim.*
- *It's clear that British Gas has caused Mr O unnecessary distress and inconvenience in how it handled everything. Mr O had issues with his tenant because the problem continued longer than it should have, and he also had to arrange a third party to inspect and carry out the repairs. I don't think British Gas' offer of £300 goes far enough to compensate Mr O for these issues. I think it should pay him a total of £600."*

Mr O accepted my provisional decision, but British Gas didn't. In summary, it made the following comments:

- It referred to the evidence and explanations previously provided, and it said its findings are clearly set out in an email dated 21 October 2025.
- The terms and conditions of the policy are clear that cleaning and descaling are excluded, so these shouldn't be included as part of the redress.
- Manholes are also excluded by the policy terms.
- It referred to what the policy does cover (which is set out in my provisional findings).

As both parties have now had the opportunity to review and respond to my provisional decision, I'm issuing my final decision.

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.

I've considered everything again, but as neither party has given me any new information to consider, I see no reason to depart from the findings I reached in my provisional decision.

I explained in my provisional decision why I thought British Gas should pay for the cleaning and descaling, and why I didn't think it was reasonable for it to rely on the policy exclusion in the circumstances. My findings for why I thought British Gas should pay for the cleaning were based on its email dated 20 January 2025 when it said the following:

"We have confirmed that the [...] cleaning works were carried out before our liner was installed. It is important to note that it is necessary for the drain to be cleaned prior to inserting the lining, this is part of the lining process in order for it to adhere. However, a descale is not covered under the policy."

So, it's still my understanding that the cleaning was an integral part of repairing the pipework, and I still think British Gas should pay for this as part of the repair without relying on the policy exclusion. In other words, the cleaning here wasn't, for example, for maintenance.

I accept descaling is excluded under the policy. But as I explained in my provisional findings, had British Gas investigated the issues in full earlier, I think it's unlikely Mr O would've had to pay for two descales. So, he should only have incurred one descale cost, the first one which was carried out by British Gas and Mr O paid for. For the reasons I set out in my provisional decision, I still think British Gas should pay for the second descale without relying on the policy exclusion.

I considered British Gas' email dated 21 October 2025, and the supporting evidence, when I reached my provisional decision, and I'm still persuaded that the outcome I reached is fair and reasonable in the circumstances. So, I've reached the same decision, and for the same reasons. Overall, I don't think British Gas acted fairly and reasonably in the circumstances of Mr O's complaint, and it should put things right in the way that I've set out below.

My final decision

My final decision is that I uphold Mr O's complaint and direct British Gas Insurance Limited to take the following action in line with the remaining terms and conditions of the policy:

- pay for the third-party survey,
- pay for the clean and descale the third party carried out, without relying on the policy exclusion,
- pay for the repairs the third party carried out,
- pay for gaining access and making good for the repairs, and only take account of the third party's costs for the relevant policy year,
- add 8% simple interest* on these amounts from the date Mr O paid the invoices until settlement, and
- pay Mr O a total of £600 for the distress and inconvenience** caused.

*If British Gas considers that it's required by HM Revenue & Customs to take off income tax from the interest, it should tell Mr O how much it's taken off. It should also give Mr O a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

**British Gas must pay the compensation within 28 days of the date on which we tell it Mr O accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% simple per annum.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 19 December 2025.

Renja Anderson
Ombudsman