

complaint

Mr R complains that British Gas Insurance Limited treated him unfairly by not unblocking his drain under his insurance policy. Mr R arranged for the works to be completed privately and would like his costs to be reimbursed.

background

Mr R has a British Gas insurance policy. The policy covers: "*repairing and unblocking drains to restore flow*" – but it excludes: "*cleaning and descaling your drains*"

British Gas appointed a drains specialist to attend Mr R's home due to a blocked drain. But it was unable to restore flow. The specialist identified the blockage to be a build-up of fat and grease – and it told Mr R that this wasn't covered under his policy because a clean and descale was required. The specialist offered to complete the works privately, but Mr R declined. He arranged for the works to be done by another company, which cost £900.

Mr R brought his complaint to this service, and it was considered by one of our investigators. He thought the complaint should be upheld. He didn't think the policy terms were clear, and concluded the work was unblocking, rather than cleaning or descaling. He recommended British Gas reimburse Mr R £900, and pay him a further £150 for the trouble and upset he experienced. Because British Gas disagreed, the complaint has been passed to me to decide.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I note that in response to our investigator's assessment British Gas' drains specialist said that it did restore flow, but further maintenance was required. But when it was asked for clarification, the specialist said it didn't claim to have restored flow during every visit.

The job notes that we have been shown suggest the specialist first attended to repair a leak below the kitchen sink, which was successful. But six days later it was called back due to a blockage; and it concluded two men and machinery were required, which Mr R would be charged for.

However, whilst investigating the complaint the specialist told British Gas that it attempted to restore the flow on one occasion which was unsuccessful, so it re-attended with two men and machinery on a second occasion, but this attempt also didn't work.

In conclusion, it's not clear whether the specialist attended to unblock the drain on more than one occasion; or whether machinery was ever used. But nonetheless, based on the above commentary, I'm persuaded that the flow was not at any time restored and the blockage remained. Therefore, I'm not persuaded only 'further maintenance' was required.

Under the policy terms, British Gas needs to restore flow to blocked drains. The terms do not exclude fat or grease blockages. There also isn't anything in the drains, general, or definition sections of the policy book that indicates clearing such blockages will be treated as cleaning or descaling, rather than unblocking – nor anything that confirms there will be a charge if a blockage can't be cleared using standard equipment. In my view, in the absence of such policy terms – if a drain doesn't have 'free-flow' – it's reasonable to treat the repairs as unblocking, rather than cleaning or descaling. As such, I'm persuaded the blockage at Mr R's home should have been covered by British Gas.

British Gas' drains specialist says £900 for the works is an unacceptable cost. It's also noted that the drain was taking rain water from the guttering, causing rain water to back-up into the kitchen sink. It said guttering isn't covered by the policy and the kitchen sink should not be plumbed into the rainwater system. However, although I accept the concerns, the blocked drain wasn't caused by rainwater. The rainwater simply meant there was a higher risk of flooding in the kitchen in the event of a blockage. In terms of cost, Mr R's invoice doesn't suggest any repairs were completed other than unblocking, so I'm satisfied British Gas should cover the invoice in full. These costs wouldn't have been incurred had the policy terms been applied fairly.

So in conclusion, British Gas should settle Mr R's claim by reimbursing him £900 – interest should also be added to that amount at a rate of 8% simple, calculated from the date Mr R paid the invoice, until the date of settlement. I also agree with our investigator that Mr R should be compensated £150 for the trouble and upset he's been caused.

my final decision

For the reasons set out above, I uphold this complaint.

My final decision is British Gas Insurance Limited should:

- reimburse Mr R the £900 he paid for the works;
- add interest at a rate of 8% simple to the settlement, calculated from the date the invoice was paid until the date of settlement; and
- pay Mr R £150 for the trouble and upset caused

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 21 July 2019.

Vince Martin
ombudsman