

## complaint

Mr W has complained that British Gas Insurance Limited was wrong to decline his claim under home emergency cover, for work it advised him to carry out on his drains.

## background

British Gas had previously carried out repairs in January 2017 to a soakaway in the vicinity of Mr W's patio, which had been sinking. The repairs were carried out under the 'Plumbing & Drains' section of Mr W's British Gas 'Homecare' policy. Mr W says that the contractor confirmed at the time that the drainage pipes hadn't been affected by the ground sinking.

However in April 2017 Mr W reported a drain blockage outside his kitchen. British Gas' contractor returned to power hose the blockage away. They reported that there were several issues with the six metre pipe between two chambers in his drainage system. In particular, two seals had degraded and roots were found in the drains. They advised him that further blockages were likely to occur in the future, and gave him a quote to install six metres of polyester sleeve liner *'to prevent further deterioration of the pipe'*.

Mr W asked British Gas to meet the costs of that work under his Homecare policy. It clarified that the quote was for work it was advising him to carry out at his own expense. It wouldn't meet the cost of that work itself because this would be classed as an improvement to his drainage system, which his policy didn't cover. But it also warned Mr W that it may not meet future claims for blockages in this drain, unless he carried out the work.

One of our investigators looked at the complaint. She thought it was fair for British Gas to meet the cost of the work its own contractor had identified as necessary to prevent repeated blocking of Mr W's drains. She added:

- The Plumbing & Drains section of the policy said that it covered *'repairs to your drains such as unblocking your drains and waste pipes to restore flow'*. It also said that a replacement of parts that British Gas couldn't repair is also covered.
- So it appeared that if British Gas didn't carry out the work it had recommended, Mr W would continue to be covered if the drain needed to be unblocked in future to restore flow. And it could be more economical to make the repair now.
- It wasn't fair to expect Mr W to pay for his own replacement or repair, so that British Gas could avoid meeting future claims.
- There wasn't a specific exclusion for work British Gas had told Mr W was necessary in the Plumbing & Drains section, as there was in other sections of the policy.
- The work wouldn't amount to upgrading Mr W's existing system; just restoring it to a state where it would operate continuously without repeated blockages.

British Gas didn't agree, saying: *"Our engineer then quoted for preventative work which is not a repair it is work to prevent further deterioration. I therefore stand by my view that we acted in line with our terms and conditions."* As agreement couldn't be reached, the complaint has been passed to me for a final decision.

## my findings

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

It's clear that Mr W's policy does provide for clearing blockages in his drains. And by British Gas' contractor's own admission these blockages are likely to happen again – because of a

number of obstructions in this specific section of pipe. At the ombudsman service we would expect British Gas to make a *lasting* repair. Given the evidence British Gas has provided, I don't think it was able to do this simply by power flushing the affected area. That's why it gave Mr W a quote for the length of pipe to be lined.

In its response to the investigator's view, British Gas is speaking in terms of the work being 'preventative' rather than an improvement. But there's nothing in the policy about preventative work. 'Improvements' are mentioned in the following general exclusion under the policy – but it isn't particularly clear to what extent this could be applied to drains:

***'Making any improvements:***

*Your product only includes repairing or replacing your boiler, appliance or system when it stops working properly – it doesn't include any improvements or upgrades, for example: replacing working radiators, swapping standard radiator valves for thermostatic ones and replacing electrical cables and fuseboards that still work. Where we've told you that an improvement is necessary, we may not continue to make repairs on that part of your boiler, appliance or system unless the work has been carried out.'*

There is no mention or example of drains in this section. As the investigator has pointed out, under some other sections of the policy, such as 'Central Heating', there's a specific exclusion for work that Mr W has been put under notice to carry out: *'...if we've told you before that you need to carry out repairs, improvements or a British Gas Powerflush, or a similar process, but you haven't done so.'* This is absent from the Plumbing & Drains section.

As a matter of deciding what's fair and reasonable, I will in any event consider whether the proposed work would leave Mr W's drains in a state of 'improvement', but I don't think this will. I accept Mr W's argument that it's simply to restore the state of the drain to one where British Gas won't have to repeatedly attend to unblock it. My understanding is that Mr W has lived in the property for over twenty years, and the drains have operated as they should for that length of time.

The policy provides for repairs as well as unblocking drains to restore flow. So lining this section of pipe is the lasting repair I would expect British Gas to make in order to resolve the issue with the drains blocking in future.

**my final decision**

I uphold Mr W's complaint and require British Gas Insurance Limited to meet the cost of its quote to line Mr W's drainage pipe – or any revised quote it now wishes to obtain for the same work.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 14 March 2018.

Gideon Moore  
**ombudsman**