

## **complaint**

Mr G complains that British Gas Insurance Limited should pay for a drain repair under a home care policy.

## **background**

Mr G had plumbing and drainage cover. He called British Gas for help with a blocked drain. He complained after British Gas said the necessary repair was not covered by his policy.

The adjudicator did not recommend that the complaint should be upheld. She concluded that the required work was excluded from the policy.

Mr G disagrees with the adjudicator's opinion. He says, in summary, that British Gas should pay to resolve the cause of the blockage.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I accept Mr G's description that his house is the third of four on the shared drainage system. And I accept his statement that gravel and soil enters the system through a bad connection of his lateral at an inspection chamber on his property. I also accept his statement that this material washes downstream – where it had caused a blockage.

I have seen British Gas policy terms. They include cover for the following:

*“Restoring flow by getting to and unblocking or repairing drainage pipes and waste pipes...for example, unblocking sinks, waste and rainwater drains. This applies to pipes that you are responsible for within the boundary of your property”.*

The policy terms do not include cover for the following:

*“Removing, replacing or repairing any part of the drain which is damaged but does not result in a total blockage of the drain”.*

I note that – As a goodwill gesture – British Gas sent Mr G a cheque. This was a refund of three years' premiums for Plumbing and Drainage cover (about £114) and compensation for poor service during the initial visit (£50).

I keep in mind the policy terms. I accept that – between them – British Gas and the water company had unblocked the drain and restored the flow. Therefore I do not consider that it would be fair and reasonable to order British Gas to pay to repair the connection at the inspection chamber or to make any further redress to Mr G.

**my final decision**

For the reasons I have explained, my final decision is that I do not uphold this complaint. I make no award against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr G to accept or reject my decision before 18 March 2015.

Christopher Gilbert  
**ombudsman**