

## The complaint

Mr S has complained about the way in which British Gas Insurance Limited ('British Gas') dealt with the unblocking of a drain under his home insurance policy. For the avoidance of doubt, the term British Gas includes its agents and representatives for the purposes of this decision.

## What happened

In October 2023, Mr S reported a blocked drain to British Gas which was backing up to the kitchen sink. British Gas sent out engineers to unblock the drain but was unable to do this, although said that some flow had been restored. Mr S was told that the work wouldn't be covered by the policy and would cost £600. Mr S said that the engineer used a jet wash and left the inspection chamber open, and the drain contents went everywhere so the area smelt of fat and grease and the whole area was filthy. The engineer admitted that grease and fat couldn't be removed easily and would need a full clean. The engineer also told Mr S that this would only be cleared if British Gas was used to carry out the further work. Mr S then had the work done privately at a cost of £420.

Mr S felt that British Gas should have restored an adequate flow and that saying that the mess would only be cleaned as part of the chargeable works wasn't acceptable. He therefore complained to British Gas to obtain reimbursement. In January 2024 British Gas offered to send another engineer to clean the area, but Mr S confirmed that this had already been done, so it offered £45 in compensation for the way its engineer had acted.

Mr S was unhappy with the outcome of his complaint and referred the matter to this service. The relevant investigator didn't uphold Mr S's complaint. She didn't consider it reasonable to expect the drain to have been unblocked with a good water flow without it being cleaned first. She thought the engineer could have explained things better and didn't think it was fair to leave the area in such a mess. The investigator thought that the £45 was a fair and reasonable amount for the inconvenience caused.

Mr S remained unhappy with the outcome of his complaint and the matter was therefore referred to me to make a final decision in my role as Ombudsman. In August 2024, I issued a provisional decision for this complaint and explained why I was minded to uphold Mr S's complaint as follows; -

*'I turn firstly to Mr S's submissions regarding this matter. He felt that the first engineer didn't bring suitable equipment and said he'd arrange for someone to attend with a jet washer. A second engineer then arrived to unblock the drain but left the inspection chamber open, 'and the contents of the drain went everywhere - including all over the patio, windows, soffits, fence.' The engineer admitted that grease and fat couldn't be removed easily and the drain would need a full clean down, but that work was chargeable and he left of quote of £600. Mr S asked if he could clean the patio and walls, but the engineer said that this would only be done if Mr S proceeded with the further works with British Gas.*

*Mr S thought perhaps the absolute minimum was done to get some water trickling through. He said that the area outside also stank with the smell of fat and grease 'and the whole area*

was absolutely filthy'. His own contractor ultimately carried out the work for £420 but Mr S expected British Gas to cover the cost for clearing the drain and for cleaning the mess that was created. He said that 'Whilst I understand that cleaning of my drains would have been necessary at some point, if British Gas had done what they said they would do, I would have had more time to find a competitive quote to unblock my drain, rather than having to choose someone urgently and be available quickly, because my kitchen sink was unusable'.

Mr S referred to other decisions determined by this service and noted that in other cases the relevant policy terms stated that British Gas needed to restore flow to blocked drains with no exclusion for fat or grease blockages. There was also no reference to a charge if a blockage couldn't be cleared using standard equipment. Where there wasn't a free flow, it would be reasonable to treat the repairs as unblocking, rather than cleaning or descaling. Mr S thought that this was an identical case. He couldn't understand how the clean-up task could be valued at only £45, as degreasing an area of that size would take some effort. He didn't have a breakdown for how much he was charged for this element but didn't consider £45 would be anywhere near sufficient.

In summary, Mr S thought that this event should have been covered by his home emergency insurance policy. He added that his overall experience had been extremely frustrating, that British Gas's communication had been sporadic at best and that the agents and British Gas kept directing him to each other.

I now turn to the British Gas submissions. British Gas referred to the relevant policy terms and conditions which referenced cover for unblocking drains to restore flow. It said that the policy terms and conditions excluded cleaning and descaling of drains. In January 2024, British Gas's agent offered to clean up the mess as a goodwill gesture. As he'd already arranged for this to be done however, British Gas then offered £45 in compensation.

Turning to the available expert evidence, I note that Mr S's contractor's invoice referred to the relevant work it carried out for £420 as follows; 'Arrived on site, jetted all lines to remove grease from pipework, found cement in 1 section will require further works.' The quote from the British Gas agents in 2023 referred to the drain being full of mass fat and requiring 'a clean urgently' and CCTV being required to make sure all was cleaned properly.

The notes of the first British Gas engineer who attended the property record that following his work, he'd restored partial flow with rods, but that a high-powered jet was required to clear it. He said that the garden and windows were covered with grease on arrival. The notes of the engineer who attended three days later stated that he'd 'restored partial flow to get system moving - however unable to fully clear as so much fat in the line. in my opinion - we need to a line clean which is not covered.'

The British Gas records also show that there was a further report by Mr S in January 2024. The notes refer to Mr S stating that the line had collapsed, however this wasn't the case. It stated, 'the issue is the same as last time - midway down the line there is scale. behind the scale is concrete - we advised previously this had to be a chargeable job as not covered.'

The starting point for matters of this nature are the terms and conditions of the relevant policy which form the basis of the contract between the insurer and the policyholder. Under the section titled 'Drains', it states: 'What is covered:- Unblocking drains to restore flow'. Also covered is, 'Repairing drains where we deem the drain to be unserviceable to restore flow'. The relevant exclusion states, 'What is not covered:- Cleaning and descaling your drains'.

Unfortunately, the British Gas terms and conditions aren't particularly clear. The word 'unblocking' doesn't exclude unblocking of fat, grease or any other particular material. The extent of the flow restoration is also not made clear; however, I would expect that a

*reasonable flow rate would need to be restored. In this case, there's no clear evidence to confirm the rate of flow which was restored. Mr S's evidence was that all that had been restored was a flow which amounted to a 'trickle'. British Gas referred to restoration of a 'partial flow'. As such, this is a finely balanced decision, however I'm provisionally persuaded that British Gas hadn't restored a reasonable flow rate, whereas Mr S's own contractor had been able to do so at the cost of £420.*

*In conclusion, as Mr S's policy covered Mr S for the [un]blocking of drains to restore flow, I find on a provisional basis that British Gas should cover the cost of £420 paid by Mr S together with reasonable interest, as Mr S's contractors had succeeded where British Gas had previously failed. Whilst I appreciate that the works will have included unblocking as well as cleaning (which isn't covered by the policy), these elements were inter-dependent in this case. That is, the same jetting work would have been required to achieve the unblocking. Mr S appreciated that cleaning of the drains would be necessary at some point and indeed, he should now ensure that the drains are maintained and regularly cleansed to avoid such serious grease and fat build-ups in future.*

*As for the cleaning of the area following British Gas's unsuccessful attempt to clear the blockage, I note that Mr S's contractor had been able to clean the relevant area. There is conflicting evidence as to whether any mess existed prior to the attendance of British Gas's first engineer and how much mess was added following British Gas's unsuccessful attempt. I don't consider that it's necessary for me to finally determine this point. In conclusion, I'm minded to require British Gas to reimburse the whole amount of £420 which appears to have included cleaning of the area.*

*For the avoidance of doubt, I don't intend to ask British Gas to pay the £45 which it proposed to pay as a goodwill gesture. If this sum has already been paid, then it should be deducted from the settlement amount. I'm not minded to award compensation in this instance as this has been a finely balanced decision and I can't say that British Gas's stance had been wholly irrational based on the current policy wording.'*

In my provisional decision, I asked both British Gas and Mr S if they had any further comments or evidence they would like me to consider before I made a 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.

Mr S accepted the detailed analysis and provisional decision. However, he wished to make some further observations, and he provided a diagram and photographs to illustrate his points. He strongly contested the statement made by the first British Gas engineer who attended the property, to the effect that the garden and windows were covered with grease on arrival. Mr S said that the mess was caused by the British Gas's agent, '*which is the reason they offered to clean it up in January 2024.*' He said that the photographs showed the agent's attempt to wash the area down. If the mess was already present in the garden, he queried why the engineer would even attempt to clean it, or offer to come and clean it in January 2024, or offer compensation for the clean-up. Mr S didn't think that this materially impacted upon the final outcome, however he felt quite strongly that he wanted to set the record straight on this matter and didn't think that British Gas was acting in good faith by submitting what he said was untrue evidence.

British Gas didn't accept the provisional decision and provided further comprehensive submissions and evidence for consideration. British Gas stressed that in two reports dated October 2023, it was noted that, '*partial flow was restored.*' It provided further copies of

photographs taken by its engineer during his initial visit which showed that there was mass grease and fat in Mr S's pipework. It acknowledged that the policy terms and conditions didn't specify that unblocking doesn't exclude fat and grease. It argued however that *'this would be classed as deliberate misuse, which is an exclusion in our terms and conditions.'* The exclusion in question states as follows; - *'We won't repair or replace any parts that have been deliberately damaged or misused. Our engineer will use their expert judgment to determine how the damage was done.'*

British Gas made it clear that individuals should never pour grease down a drain, and it included website searches to confirm this standard advice.

As to the attendance of Mr S's own drain contractor, British Gas referred to the contractor's detailed invoice and his note; *'jetted all lines to remove grease from pipework'*. It added that when the British Gas engineer attended the following day and found that relevant areas were still full of mass fat despite three previous attempts to clear the grease. It concluded, *'This clearly confirms [Mr S's] misuse of his drainage system with the amount of fat that had been poured down the sink.'*

I have some sympathy with British Gas's position and it's self-evident that homeowners should never pour grease and fat down a drain, as this will at some stage be likely to cause blocked drains, and indeed the problems which have been encountered here. Homeowners should likewise ensure that drains are maintained and regularly cleansed. Nevertheless, British Gas has accepted that its terms and conditions don't specifically exclude unblocking where fat and grease is the ultimate cause of the problem.

Unfortunately, British Gas hasn't been able to address the key issue here. It hasn't been able to provide specific flow-rate measurements, and indeed I can appreciate that it wouldn't be practical to do so on every occasion. However, this brings me back to the wording of the policy which will be the starting point in disputes as to what is required under the insurance contract. British Gas promised to *'unblock drains to restore flow'*. The parties agree that a partial flow had been restored, however the provisional decision states that, *'I would expect that a reasonable flow rate would need to be restored.'* British Gas no longer appears to contest the notion that unblocking drains to restore flow would require restoration of a reasonable flow rate and that the British Gas agents had been unable to achieve this. In the circumstances, my final decision in this respect is that British Gas hadn't been able to unblock the drain to restore flow in accordance with the policy.

As to the exclusion to which British Gas has referred, the policy wording clearly treats the issue of unblocking of drains and the repair or replacement of drains separately. Unfortunately for British Gas, the wording of the exclusion relates only to the repair or replacement aspects and not unblocking. The exclusion doesn't say that British Gas wouldn't unblock any part of the drainage system that had been deliberately misused. Whilst I would reiterate that it's self-evident that homeowners should never pour grease and fat down a drain, in this case the exclusion, as worded, simply doesn't apply.

I have carefully considered the British Gas submissions and evidence in detail. Having done so and, having provided the additional assessment of the matter as above, I consider that the provisional decision provides a fair and reasonable outcome, and I uphold Mr S's complaint as follows.

### **My final decision**

For the reasons given above, I uphold Mr S's complaint and require British Gas Insurance Limited to do the following in response to his complaint:

- Reimburse Mr S the £420 he paid for the necessary works

- Add interest at a rate of 8% simple interest to this amount, calculated from the date the invoice was paid until the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 22 October 2024.

Claire Jones  
**Ombudsman**