

The complaint

Ms S, through her son and attorney Mr S, has complained that British Gas Insurance Limited (BG) wouldn't repair a leak from her toilet under her HomeCare 4 policy.

References to BG include its contractors and agents.

I've previously issued a provisional decision in this case. In response to this I received further information from Mr S which has caused me to change my decision.

What happened

Ms S has had a HomeCare4 policy from BG since at least 2010. This covers her for repairs in the event of breakdown or damage to her boiler, central heating system, plumbing, drains and mains electrical system.

Ms S is elderly and vulnerable. One of her carers noticed a leak from the downstairs toilet in Ms S's house where she has lived since 1986. Mr S noticed that the leak was from the joint between the toilet pan and the pipe that connected it to the soil stack. He called BG to have this repaired.

A BG engineer attended on 4 September 2019 and after examining the source of the leak, said that the toilet had been installed incorrectly and therefore it wasn't covered under Ms S's policy. He provided a quotation £ 267 to repair the leak. The work needed was described as:

"Cut out old cast iron pan connector, replace with new plastic pan connector. Existing pan connector poorly installed".

Mr S contacted BG, who confirmed that the work necessary was not covered under the Policy as the toilet pan had been incorrectly installed and also the leak was a pre-existing defect.

Mr S considered that BG's quote was excessive and all that was necessary was for the existing sealant to be scraped out and for new sealant to be applied to the joint. He arranged for this to be done on 20 September 2019 by another plumber who charged £35. This plumber also said that the pipe connecting the toilet to the waste stack was plastic, not cast iron. Until this repair was made, Ms S had to use an upstairs toilet which involved exertion that left her extremely breathless and put her health at risk due to a heart condition.

Mr S complained to BG. He argued that the work should've been carried out under Ms S's policy. He argued that the cause of the leak couldn't be attributed to a "design fault". Ms S's house had been built in the late 1960's / early 1970s and there had been no leak since Ms S moved there in 1986, and a design fault would've manifested itself well before 2019. He also argued that as Ms S had had her policy since 2010, the leak didn't pre-date her policy. BG said that the toilet had been poorly installed as it was installed straight onto the cast iron pipe that leads to the soil pipe, and poor installation isn't covered under Ms S's policy. It offered Ms S compensation of £30 for the upset caused by the service she'd received.

Mr S wasn't satisfied with BG's response to his complaint, so he brought it to this service as attorney for Ms S. He asked that BG reimburse him the £ 35 he paid to another plumber to have the leak repaired and award compensation to Ms S of £250 for the distress caused to her by BG's failure to carry out the work. He also asks for £100 compensation for his own time spent dealing with the matter.

Our investigator's view was that a lot more work was involved to repair the leak, hence the quote to remove the cast iron pipe and replace it with a plastic one. Mr S's plumber's repair with sealant would be a temporary measure, and more repairs would need to be carried out to ensure the leak was corrected. She didn't think that BG needed to do more.

Mr S, on behalf of Ms S, doesn't agree with our investigator's view and asked that the complaint be considered by an ombudsman. The matter was therefore passed to me for a final decision.

Because my original view was different to that given by our investigator, I issued a provisional decision to enable both parties to make further comments. I receive further evidence from Mr S which supported his assertion that the pipe that needed to be replaced was plastic, and not cast iron as BG said it was.

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'm now upholding Ms S's complaint and I'll give my reasons.

Firstly, there was a dispute of fact over whether the pipe connecting Ms S's toilet to the waste stack is cast iron or plastic. BG's engineer said it's cast iron. This was evidenced by BG's quotation for its replacement. My original view was that the written evidence from BG's engineer was the more persuasive, so I originally found that the connecting pipe is cast iron.

Having now seen photographs submitted by Mr S in response to my provisional decision, I'm persuaded that the pipe is plastic. The term in Ms S's policy excluding the repair of cast iron pipes upon which I based my provisional decision therefore doesn't apply.

In my provisional decision I gave my opinion on the other grounds advanced by BG as to why the leak wasn't covered by Ms S's policy. I continue to reject those grounds for the reasons I previously gave.

In my view the repair of this leak is covered by Ms S's policy.

My conclusion now is that BG should've repaired this leak under the terms of Ms S's policy. And for this reason, I think it would be fair and reasonable for BG to pay Ms S, as the policyholder, £250 for the distress and inconvenience both she and Mr S suffered by BG's failure to do so.

I acknowledge that Mr S has also suffered distress and inconvenience, but I don't consider it appropriate to make a separate award of compensation against BG to reflect this. Our awards in such cases are not usually increased to compensate each individual who might suffer distress and inconvenience from the same incident. The compensation is intended to cover the totality of the distress and inconvenience.

My final decision

For the reasons I've given above, I'm upholding Ms S's complaint.

I require British Gas Insurance Limited to reimburse to Ms S the £35 she paid her own plumber to fix the pipe.

I also require British Gas Insurance Limited to pay Ms S £250 compensation.

British Gas Insurance Limited must pay the compensation within 28 days of the date on which we tell it Ms S accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 30 November 2020.

Nigel Bremner
Ombudsman