

The complaint

Mr S complains that British Gas Insurance limited damaged his cold-water isolation tap, when handling a claim under his home emergency policy.

What happened

In September 2020 Mr S reported a problem with his upstairs toilet. British Gas sent an engineer who found the ball valve needed to be replaced. The engineer was unable to find an isolation point and Mr S was advised to contact his water supplier. A further visit took place around a week later when a stop-cock was located within a wall. Unfortunately, the stop-cock was seized and in attempting to turn it, the “*T-bar*” broke off.

British Gas advised Mr S to contact his water supplier to have the supply disconnected so it could carry out a repair. Mr S says he has contacted his water supplier but its proving difficult to have the water turned off. He lives in a block of flats and isolating his water supply will involve switching the water off for the block. Mr S says this will also involve a charge.

British Gas says its Mr S’s responsibility under the terms of his policy to arrange for the water supply to be turned off. But that it was willing to carry out the repairs once he arranged for this. Mr S was unhappy and referred his complaint to our service.

Our investigator didn’t uphold the complaint. He said British Gas had fairly followed the terms of its policy. He thought its offer to complete a repair to the stop-cock was reasonable, on the understanding Mr S arranged for the water supply to be turned off.

Mr S disagreed and asked an ombudsman to review his complaint. This has been passed to me to decide. Further discussions have occurred between Mr S and British Gas. I understand the toilet ball valve has now been repaired, using a third-party plumber paid for by the company. It was possible to implement a workaround to the main water supply being isolated. However, the stop-cock tap is still broken, and Mr S wants British Gas to repair it.

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’ve decided not to uphold Mr S’s complaint. I appreciate he will be disappointed, but I will explain why I think this is fair.

Mr S took out the policy with British Gas in September 2020. He had a claim dealt with early in September where several issues with his kitchen sink were fixed. On the same visit the engineer looked at a problem with the upstairs toilet cistern not filling properly. It wasn’t possible to fix it because of the lack of an isolation point for the water supply. Later on, when the stop-cock was found concealed behind a wall, an attempt was made to isolate the water supply. It was at this point that unfortunately the stop-cock tap was snapped off.

The policy terms say:

“External water supply stopcock - If we can't turn off the external water supply stopcock to your home to complete your repair it's up to you to get your water supplier to turn it off.”

The records from the engineer visit say:

“Issue is Seized 22mm Stopcock In Wall Cavity. Unable to open. TBar broke off when attempted to free. Suggest we try to cap off that supply pipe and run a feed pipe from wash basin. Issue is the council will not switch the water off to the block.”

The T-bar from the stop-cock tap was broken off by British Gas's engineer in the attempt to isolate the water supply. This isn't in dispute. However, the terms say it's the customer's responsibility to turn off the water supply, if British Gas's engineer can't. I have thought about what is reasonable in these circumstances to resolve the issue of the broken stop-cock tap.

The guiding principal I must consider is that Mr S shouldn't be worse off as a result of damage British Gas caused. As it stands, he can't isolate the cold-water supply to his home. I understand this must be a concern given this will likely be needed at some point in the future. Fortunately, the immediate problem of his toilet being broken has been resolved. I'm glad that British Gas was able to implement a work around to repair this.

Unfortunately, the stop-cock is still broken and British Gas says it can't repair this using the same workaround, which was by carrying out a *“live switchover”*. It says this is because of access constraints and because it involves communal pipes for the whole block of flats.

The records show the engineer found the stop-cock was seized, and it was in trying to turn it that the T-bar broke. It hasn't been shown that the engineer did anything other than try to turn the tap as it is designed to do. I think it's reasonable to accept the stop-cock was seized at the time of the visit, which is not something British Gas caused or is responsible for repairing.

There was some difficulty in locating the stop-cock initially because it was concealed behind a wall. I think this shows it hadn't been used for some time before the engineer visit, which adds further weight to the view it was already seized by the time the engineer tried to turn the water off. Because of this I don't think it's fair to hold British Gas responsible for the damage to the stop-cock. The evidence indicates the damage, by which I mean it was seized, had already happened before the engineer even touched it.

British Gas offered to carry out the repair to the stop-cock if Mr S can arrange for the water supply to be switched off. I note the policy doesn't cover faults that existed prior to it being taken out. I think the stop-cock was already seized before the engineer became involved. But in the circumstances described I think British Gas's offer is fair.

I acknowledge the difficulties and potential cost Mr S has highlighted in having the water turned off. But the policy terms are clear that this is his responsibility.

It has taken some time to get to this point, but I don't think it's fair to hold British Gas responsible for this. The company has behaved fairly and has considered alternative solutions to help Mr S, which are not strictly provided for under its policy terms.

In summary I think British Gas has treated Mr S fairly in relying on the terms of the policy and offering a repair if he arranges for the water supply to be isolated. So, I can't reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 7 December 2021.

Mike Waldron
Ombudsman