

The complaint

Mrs D has complained about the service provided by British Gas Insurance Limited ('British Gas') under her home care policy.

Reference to British Gas in this decision letter includes its agents and contractors acting under the relevant policy. Reference to Mrs D in this decision letter includes submissions made by her son on her behalf.

What happened

In July 2021, Mrs D reported a toilet leak at her property to British Gas under her home care policy. British Gas sent an engineer to her home, and it was found that the cistern had cracked. A replacement cistern wasn't covered by Mrs D's policy however its engineers replaced the toilet outside the policy arrangement and Mrs D paid for the cost of a new toilet.

In October 2021, Mrs D contacted British Gas to say that the same toilet was leaking again. It therefore sent an engineer, and it was found that the toilet had been fitted incorrectly in August 2021. A flush pipe had been cut too short and a new part was required. When an engineer returned to fit the part, the cistern fell off the wall and British Gas said that this was due to the way it had been fitted. Also, the toilet wasn't sitting flush against the wall due to the presence of a wooden batten and this was contributing to the leak. Various issues were remedied after many visits by the British Gas engineers between October 2021 and January 2022, to include repairing damage to bathroom and hall flooring and a door. British Gas also paid Mrs D £220 as a 'goodwill' payment.

Mrs D remained unhappy and referred her complaint to this service. The question of whether the service had jurisdiction was firstly considered. It was determined that complaints about an initial delay and replacement of the toilet weren't ones which could be considered for the reasons given in a separate decision on jurisdiction. It was found however that Mrs D's complaints about the work following the October leak were ones which could be considered by this service. Our investigator therefore considered these complaints.

Our investigator didn't uphold the complaints. It was her view that the replacement pipe didn't need to be an identical make or model as the original. She also considered that British Gas hadn't caused the cistern to fall off the wall or caused the water damage. She noted that British Gas had refitted the cistern, removed the wooden batten, replaced flooring, repaired a door damaged by the leak, and also paid £220 in compensation. Our investigator concluded that having considered all British Gas's actions to resolve the issue including goodwill, labour and works, that these amounted to a reasonable response.

Mrs D remained unhappy with the outcome of her complaint. The complaint was therefore referred to me to make a final decision in my role as Ombudsman. In February 2023, I issued a provisional decision for this complaint and explained why I was minded to uphold Mrs D's complaint as follows;

'The key issue for me to determine is whether British Gas has treated Mrs D in a fair and reasonable manner in providing a service under its home care policy. I've concluded on a

provisional basis that it hasn't done so in all respects, and I'll explain why.

Firstly, I turn to Mrs D's submissions. Mrs D provided a detailed timeline of events relating to the October leak. In summary, after the British Gas engineer visited, he said that a replacement connecting flow pipe wasn't immediately available and water had leaked onto the floor. Three days later, the engineer came to fix the pipe, but as he was fitting it, the screws snapped and the whole cistern came off the wall. Mrs D's son helped the engineer 'as he was holding the porcelain cistern full of water.' Mrs D said that the engineer 'left the toilet in bits and had to isolate the water again as it was coming out of a water pipe onto the floor'. The issue wasn't resolved for a further two days. Mrs D received an apology and British Gas agreed to remedy various issues. She said that due to the recent leaks, the toilet door wasn't closing properly and that flooring on the toilet and hall floor had warped.

In November 2021, Mrs D said that British Gas sent an independent builder paid to fix outstanding issues. Mrs D said that; 'He immediately confirmed that the toilet was not vertical and was lopsided and had not been put in properly.' The builder came back twice a few days later and fixed various issues, including the door and toilet flooring. Mrs D said she then had multiple phone calls with British Gas as it would only pay compensation or pay for hall flooring, which her son considered to be a safety issue for Mrs D. The hall flooring was fixed in mid-January 2022, however further work was needed a week later to finish off the work. Mrs D remained unhappy as she'd lost confidence in the type of toilet due to all the problems and wanted one of a different design. She also thought that the compensation offered wasn't adequate due to the delays, distress and worry caused.

Finally, she referred to the further time spent without a functioning downstairs toilet for a week in October 2021. Mrs D's son explained that lack of use of a downstairs toilet with Mrs D's medical conditions and mobility issues resulted in extreme distress and pain. In summary, Mrs D considered that British Gas had caused considerable disruption and distress between October 2021 and January 2022 through 'lack of urgency' and 'incompetence'. She complained of the stress and disruption caused by 'the multiple failures and visits to repair the toilet and consequent other parts of the home affected by water damage due to [the] leaks.' She also found it difficult to know whether she was dealing with British Gas or another company.

I now turn to what British Gas has said about the matter. It initially stated that as the toilet wasn't replaced under Mrs D's home care policy and that the works in autumn 2021 were completed under the engineers' work guarantee, as the toilet had been installed by them incorrectly and this had caused the second leak. However, in its final response letter, it noted that Mrs D's complaint referred to the quality of work provided by its engineers. It also referred to the water leak which 'had been left at the toilet by the attending engineer' and noted that this leak resulted in damage to the flooring. British Gas stated in this letter, 'Having investigated the matter further, I agree with your complaint.'

As to the repair works carried out in October, it said it wouldn't be possible to provide ceramic pipes and the repair had been completed according to its contractor's guidelines. As to the hallway flooring however, British Gas said that there was no evidence that it had been damaged and said that its replacement was completed as a gesture of goodwill. As such, it thought £200 in addition to the repair was a fair and reasonable outcome to the complaint. It offered a further £20 in view of a delay in contacting Mrs D about her complaint.

Having carefully considered the above submissions, I now explain the reasoning for my provisional decision to uphold Mrs D's complaint and my intention to require British Gas to pay a modest additional award of compensation. I note that British Gas has agreed with Mrs D's complaint regarding the quality of work and water damage in relation to the October leak.

Mrs D's home care policy is the starting point for my provisional decision. It's terms and conditions cover Mrs D for certain emergencies. However, it doesn't cover for every eventuality and under the heading 'What's covered' it includes 'All repairs to the plumbing system on your property, for example...toilet siphons, isolation, ball and radiator valves.' There are also exclusions in the policy under the heading 'What's not covered' and this clearly includes 'sanitary ware,' which is defined as: 'your toilet bowl and cistern...' As to replacements, it states 'where we replace...parts with a British Gas approved standard alternative. We'll provide replacements with similar functionality but not necessarily an identical make and model or type of fitting.'

I'll deal firstly with the plumbing work. The pipe that needed replacing in October 2021 was connected to the cistern and I'm satisfied that it formed a part of the 'plumbing system' which was covered by the British Gas home care policy and so the replacement would need to be carried out in a fair and reasonable manner. I'm satisfied on a provisional basis however that it wasn't unfair or unreasonable to replace the pipe with a plastic rather than a ceramic pipe, as it offered similar functionality and a satisfactory solution as per the terms and conditions of the policy. I also appreciate that Mrs D has lost confidence in the design of the toilet, however unfortunately for Mrs D, the policy doesn't require British Gas to provide a replacement toilet bowl and cistern as these are excluded under the home care policy.

Having carefully considered the train of events, I've noted that the cistern fell off the wall when British Gas's engineer was conducting the work to replace the pipe under the home care policy as above. Whilst British Gas didn't fit the toilet under the policy, its nevertheless unclear whether the engineer's actions led to the cistern falling off the wall when attempting to replace the pipe. On the balance of probabilities, I consider that it's likely that this was a contributory factor and it's noted that British Gas took responsibility for refitting the cistern. It was fortunate that Mrs D's son was present to assist the engineer with the cistern and this may well have avoided further damage. Nevertheless, I can understand why this incident will have caused Mrs D further distress and inconvenience in an already difficult situation.

As to the series of events and delays, I've noted the following. I understand Mrs D was without a downstairs toilet for a week in October whilst the ongoing issues were being resolved. Whilst a week may not be considered to be excessive where there is access to an upstairs toilet, British Gas was aware of Mrs D's health and mobility issues here and would therefore have been aware of the urgency of the situation. As such, I consider that the time taken to resolve issues in October was unreasonable. I consider that, as there had been a previous lack of access to downstairs facilities, this further period would have considerably added to Mrs D's distress and loss of confidence in the work being carried out by British Gas under the home care policy.

As to the water damage to the property, it's difficult to state the extent to which this was due to the cistern replacement work which wasn't covered by the policy, and the extent to which it was due to the October work. I consider on a provisional basis however that at least some of the damage and warping occurred due to the difficulties in resolving the plumbing system issues in October 2021. I note that British Gas took responsibility for remedying this damage by replacing the flooring both in the bathroom and then also in the hall, as well as fixing a door. I'm satisfied that once British Gas agreed that it should take responsibility for this work, it then had a duty to proceed with such works in an efficient manner. On a provisional basis, I consider that the timescale for resolution of the issues was excessive. This is supported by the fact that British Gas acknowledged responsibility and agreed to uphold the complaint.

I agree with our investigator that British Gas did go some way to resolve the complaint by carrying out a significant amount of remedial work. Some of this work may have related to damage caused by matters outside the policy cover. I also note that it also made a 'goodwill' payment of £220. In conclusion, British Gas accepted that there were service failures in

relation to the further repair works carried out between October 2021 and February 2022 and I agree that Mrs D wasn't treated fairly and reasonably in all respects. As to the impact of the failures, I consider that Mrs D will have experienced considerable unnecessary stress and inconvenience due to the piecemeal way in which works were carried out and the length of time it took to resolve all issues.

I consider that additional compensation would be appropriate in all the circumstances. I don't consider that the payment of £220 adequately acknowledges the additional stress and inconvenience caused by the way in which works were conducted. I also consider that British Gas would have been aware of the customer's vulnerabilities, and in the circumstances didn't act with sufficient speed and efficiency after the October 2021 incident. Our service's approach is that moderate compensation may be appropriate where there had been distress, upset and worry and significant inconvenience and disruption that needs a lot of extra effort to sort out and where the impact lasted over many months. I think that this is the case here, and depending upon the parties' responses, I'm minded to require British Gas to pay an additional £380, making a total of £600 bearing in mind the £220 already paid.'

In my provisional decision, I also asked both British Gas and Mrs D 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.

Mrs D's representative responded to the provisional decision and emphasised the time that his mother had expended and the distress and inconvenience she'd suffered during and since October 2021 due to British Gas' actions. He said that his mother was elderly and vulnerable and that her confidence had been seriously damaged '*due to this terrible and prolonged experience with British Gas.*' He requested that the £380 be increased to £680.

British Gas noted that the provisional decision referenced repairs between October 2021 and February 2022. It said that: - '*The repairs for the cistern were fully completed in October 2021 and there were no further visits reported after it was fully repaired then. I also understand the repairs to the damage were completed in January 2022.*' It said it was only the final response that was issued in February 2022, so was unable to agree that any inconvenience lasted until February 2022.

British Gas' comments are noted that repairs to damage were completed in January 2022. I'm therefore satisfied that the phraseology in the provisional decision was correct as regards '*repair works carried out between October 2021 and February 2022.*'

Whilst the comments made by Mrs D's representative about the distress and inconvenience that Mrs D had suffered are appreciated, the provisional decision has already recognised that this distress and inconvenience would have been considerable. I therefore considered that moderate rather than low compensation was appropriate in all the circumstances. Having said that, I remain satisfied that the total additional compensation of £380 as referenced in the provisional decision is appropriate and reflects our service's approach to such matters.

In all the circumstances, I've concluded that the provisional decision provides a fair and reasonable outcome to the matter.

My final decision

For the reasons given above, I uphold Mrs D's complaint against British Gas Insurance Limited and require it to pay an additional £380 in compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 19 April 2023.

Claire Jones
Ombudsman