

The complaint

Mr R has complained that British Gas Insurance Limited ('British Gas') was responsible for damage to his property following a claim under his home care policy. For the avoidance of doubt, the term 'British Gas' includes its contractors and agents for the purposes of this decision letter.

What happened

Mr R noticed water leaking through the light fitting in the kitchen ceiling in October 2022. He reported the matter to British Gas and paid the relevant insurance excess. A plumber attended, however the problem occurred again two weeks later.

Seven different engineers attended Mr R's property over a period of several months to try to resolve the issue, but he claimed that this didn't succeed. As he said the cause of the leak wasn't identified and fixed, Mr R complained to British Gas that this had resulted in considerable damage to his property. The floor in the bathroom became soft and needed to be replaced. British Gas didn't uphold his complaint and said it wouldn't cover the property damage. Mr R was also unhappy with the customer service he'd received from British Gas. It refunded an initial excess amount, but he was since been charged further excess amounts for re-visits. In the circumstances, Mr R referred his concerns to this service.

The relevant investigator upheld Mr R's complaint. She said that British Gas hadn't provided sufficient evidence to show that it had complied with the policy terms and conditions. She thought that British Gas should have determined the cause of the leak and had it done so, damage wouldn't have been caused. It was her view that British Gas should reinspect the property, fix the leak and carry out the necessary works or cover this cost.

British Gas didn't agree with the investigator's view. The matter was therefore referred to me to make a final decision in my role as Ombudsman. In July 2023, I issued a provisional decision for this complaint and explained why I was minded to uphold Mr R's complaint as follows; -

'The key issue for me to determine in this case is whether British Gas applied the terms and conditions of its home care policy in a fair and reasonable manner in declining to further assist Mr R. On a provisional basis, I don't consider that it has acted in a fair and reasonable manner, and I'll explain why. In reaching this provisional decision, I've considered what the parties say as summarised below.

Initially, Mr R engaged with British Gas in Oct 2022 as he had a leaking toilet and water was coming from the bathroom through the ceiling below. Initially, British Gas said it couldn't do anything until the following week and even then, it wasn't sure if the job would be covered by the home care policy. Mr R had provided video evidence to British Gas which he said was from the early days of his claim and showed no damage to the floor or mould on the kitchen ceiling. He had also produced numerous photographs and he said that one image showed a pan which was collecting water from the leak and that another showed water marks on his baby's highchair.

Mr R said that he'd received seven separate visits to the property from British Gas' plumbers and one of them had turned up without tools. He said it was not until the second-to-last visit in January 2023 that an investigation was carried out and the floor under the toilet was checked. That plumber found the floor under the toilet to be sodden and unsafe. One of the engineers had also put his hand through the floorboards. Mr R said that the plumber who found the leak said that this could have been prevented if the first plumber who attended the property had carried out a thorough check. Over a month later, Mr R said there was evidence of more dampness which he thought was caused by the same leak and which he therefore didn't think had been fixed. Mr R said he'd also made it clear to British Gas that the water leaking through to the ceiling light-fitting below was directly under the toilet.

Mr R said the toilet became wobbly as the flooring was so soft. He said some of it had collapsed; it was black with mould underneath. He said that the ceiling paper in the kitchen was hanging down, with black mould spreading across from the leak. One of his advisors considered that there was £800 of property damage but Mr R thought that this figure didn't account for the full extent of the damage or the hole in the floor where it had collapsed. He referred to the fact that he had a young family and one family member with a medical condition. Mr R said that he was 'fuming' as the episode had been going on for months.

Mr R also complained that British Gas had charged further excess amounts even though these had been for re-visits to try to resolve the same issue. He also provided 'call logs' which showed nearly 13 hours of telephone calls to British Gas and its engineers. He had also missed work on one occasion as he'd stayed in for a promised appointment, but the plumber had failed to turn up. He said that all of this had caused stress and inconvenience.

Finally, Mr R said that as the bottom of the toilet was damp, on a new temporary hardboard floor, he decided to engage his own expert and produced a plumbers' report. He felt that the plumber had written an in-depth report of his findings and had stated what he considered the cause of the leak to be. The report dated March 2023 stated; 'The leak appeared to be coming from the toilet pan connector. However, it was actually leaking from the flush cone and on to the pan connector.' It referred to the British Gas input and the fact that the leak has been causing damage during this time. It concluded; 'Advised that the toilet needs to be fixed down properly with correct fixing kit to prevent the pan moving and the flush cone working its way out again.'

I now turn to what British Gas have said about the matter. British Gas acknowledged that Mr R was extremely unhappy with its engineers' workmanship, the multiple visits that had taken place and the length of time the issue had been going on. However, it said that there had been a previous visit in September 2022, and it claimed that photographs from that visit showed a damaged ceiling, that water was dripping through the ceiling and into the lights and electrics. It therefore did not agree that no damage had been caused before the leak was reported. In the circumstances, it did not accept responsibility for the rotten floor or damaged ceiling as it said this had been present in September 2022. Whilst it accepted that there was a small toilet leak, it said that the leak must have been very long-standing to rot the floorboards. It also said that a long-standing leak from the bath had been showed to Mr R and 'clearly this was causing damage'.

British Gas said that it arranged for a plumber to attend the property in mid-October 2022 due to the reported toilet leak, however he didn't fix the leak. It said that Mr R had explained that his plumber said that there was a significant issue with the design of the existing pipework and another visit would therefore be required. A plumber attended the following day due to Mr R reporting that the leak had become worse and the plumber fitted a new pan connector to the toilet. British Gas accepted that the flush cone leaked after this, but that the escape of water was minimal. The next visit took place in early November 2022 due to an on-going leak and the flush cone was replaced.

The problem persisted and on the next visit at the end of November, the engineer found no toilet leaks. On checking the shower and bath however, 'water streamed down the wall when they sprayed at the wall. The engineer showed this to you and you agreed this was the issue, they also confirmed this work would not be covered under your HomeCare policy.' It said that Mr R had since replaced the sealant. On a visit in late December 2022, the plumber found evidence of condensation on the toilet cistern, which was dripping, however did not consider this to be the cause of the leak damaging the floor and ceiling. At his point, British Gas identified that the toilet was nearly coming through the ceiling and, 'after cutting some lino found no floorboards, due to being rotten.' It said that there was evidence a foot had gone through the floorboards.

On a further visit in January 2023, a plumber stripped down the toilet and said it showed no signs of leaking. New flooring had been put down and the engineer lifted this and reported that there were no signs of any leaks. The engineer's notes stated; 'Stripped down toilet no sign of leak lifted new flooring no sign of leak I believe leak was from movement in toilet on soft floor now flooring has been replaced and toilet not moving issue has resolved no sign of recent leaks then Customer told it hasn't leaked since new floor has been put down re assembled toilet on new floor tested ok'. It also said that Mr R advised that it had not leaked since the new flooring had been put down. It considered that the lack of stability in the floor was the case of the further water escapes.

British Gas did however recognise the poor service that Mr R received, regarding the inconvenience caused through the multiple visits and the time taken to investigate his complaint. It therefore offered compensation of £110.00, however this was declined by Mr R. British Gas also cancelled charges which it had raised regarding what it termed as 'unproductive visits'.

Having considered all evidence and submissions, I confirm that the starting point for complaints of this nature is the wording of the relevant policy. The relevant policy does indeed cover 'all repairs to the plumbing system on your property', 'A replacement of parts that we can't repair' and also 'Accidental damage'. The policy therefore makes it clear that Mr R has paid for a policy with British Gas and in return, it promises to fix plumbing problem. It also makes it clear that British Gas will not be responsible for damage caused to the property itself, for example, by water leaks 'unless we caused it'.

The first issue which remains in contention is whether the leak has been finally identified and fixed or whether there is a continuing problem. British Gas considered that the matter was resolved in early 2023, that it related to the state of the floor and that Mr R had agreed that there was no longer a leak. Mr R states that the leak is still occurring and that damage to the property is therefore becoming progressively worse. Whilst I appreciate that 'trace and access' would not ordinarily be provided under a home care policy, in view of the number of plumbers who have been engaged, thought that they'd identified the leak and the amount of time it has taken to resolve the problem, I consider that British Gas has not done enough to assist Mr R under his policy. In the circumstances and on a provisional basis, I'm minded to require British Gas to engage a leak detection specialist in the first instance to produce a formal report to finally determine whether there is an on-going leak. If it is determined that there is an on-going leak, it should then diligently proceed to repair any plumbing leak which falls within the scope of its service under the home care policy.

Having looked at the brief expert reports which have been provided in this case, it is unfortunate that there are conflicting opinions on the matter. Unfortunately, therefore, there is no detailed professional report which is sufficiently persuasive to identify one clear cause of the damage in this case. On the balance of probabilities, the evidence shows that both the shower/bath as well as the toilet had suffered leaks over a considerable period of time. I'm

persuaded that engineers had visited the property in September 2022, when they were acting for Mr R's home insurers rather than British Gas. I'm also persuaded that a bath/shower leak had been identified and that this leak had probably caused some initial damage to the ceiling below. I've no reason to doubt that Mr R had arranged for bath sealant to be applied and that this may have resolved one issue.

Having viewed the large amount of photographic evidence, I consider that, on the balance of probabilities, due to the considerable floor damage uncovered around the toilet that there had been a leak present for a long time. The floorboards were completely rotten, to the extent that Mr R said that an engineer had been able to put his hand through the boards. British Gas likewise thought that someone had put a foot through the boards. In view of the location of this damage directly below the toilet, it's highly likely that this particular damage was caused by a gradual leak from the toilet over a period of very many months if not years, rather than from any leak to the shower/bath.

Unfortunately, none of the expert evidence from the engineers or plumbers of either party assists in authoritatively determining whether the ceiling and any electrical damage caused to the ceiling below the bathroom was caused by the long-standing bath/shower leak or due to the toilet leak. It's quite possible that both have contributed to this damage and mould. On the balance of probabilities this damage is likely to have worsened between mid-October 2022 and January 2023. However, it's not possible to exactly apportion the amount of damage attributable to the period when British Gas was involved in trying to fix the leak.

I note that British Gas accept that there had been seven visits by its engineers, but they'd been unable to resolve the leak that continued between October 2022 and January 2023. This is clearly not an adequate service as Mr R paid for his home care policy in order to have the assurance that its professional experts would discover and fix a plumbing problem promptly and efficiently. The unsuccessful visits will have caused Mr R and his family considerable disruption, stress and inconvenience on top of the stress of an on-going leak which was running into the room below. I have no reason to doubt that what Mr R says is correct in relation to the British Gas engineer who appeared to have identified the issue, and that he'd said that the problem should have been identified in October 2022. I agree that if a thorough check had been carried out by British Gas engineers at the time, then it would have avoided several wasted visits, may have led to less damage and on-going stress and inconvenience for Mr R.

It's not clear whether the toilet leak was due to floor instability, a problem with the soil pipe, a problem with the toilet cone or indeed a combination of various factors. However, a thorough standard check would have been likely to have identified the serious problem with the floorboards below the toilet. This would have allowed British Gas to report and record the extent of the damage at that time and allowed Mr R to remedy any issue with the floor before it got progressively worse.

My provisional conclusion is therefore that there was likely to have been pre-existing damage in October 2022 for which British Gas can't be held responsible. It was likely that some damage to the bathroom floorboards, kitchen ceiling and electrics would need to have been repaired in any event. This work needs to be progressed by Mr R on an urgent basis to prevent the pan moving and the flush cone working its way out again, as advised by his plumber.

However, if British Gas had correctly identified the issue in a timely manner, it's highly likely that the full extent of the damage eventually discovered, could have been avoided. The necessary repairs would be likely to have been more expensive than they needed to be. It appears that the rotten wood and mould on the ceiling may still be present, and I've noted that there is a young child and also a person with a medical condition which could well be

affected by this ongoing situation.

In all the circumstances, I provisionally conclude that British Gas should pay Mr R £500 in settlement of his claim to enable him to progress the floor and ceiling work on an urgent basis. This recognises the fact that some of the damage caused is likely to have pre-dated the British Gas input, but that a significant amount of the damage will be due to its poor service. I also provisionally conclude that British Gas should pay £250 to Mr R in compensation, to recognise the stress and inconvenience caused to Mr R and his family over a period of many months. British Gas should also cancel any outstanding invoices for excess amounts, again to recognise the inconvenience caused. Finally, and on a provisional basis, if following completion of professional works to repair the floor and securing of the toilet to the new flooring, it's found that a leak persists, to promptly attend and fix any such leak.'

In my provisional decision, I asked both British Gas and Mr R 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.

British Gas didn't provide any further information or evidence following my provisional decision. Mr R initially indicated that he'd received a quote for £2,500 for a full repair and if the settlement of £500 could be increased. He subsequently reverted to this service and stated that he'd received a lower quote from local tradespeople. Mr R therefore confirmed his acceptance of the findings in the provisional decision.

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 Mr R's complaint and require British Gas Insurance Limited to do the following in response to Mr R's complaint.

- To settle Mr R's claim for damage in the sum of £500, within 21 days of Mr R's acceptance of a final decision letter in this case.
- To pay Mr R an additional amount of £300 in compensation for the distress and inconvenience caused by its poor service, within the same time period.
- To cancel any outstanding invoices for any 'excess' amount in relation to this claim.
- If, following floor and ceiling repairs arranged by Mr R, there is an on-going toilet leak, to promptly and diligently arrange for the leak to be fixed, without raising any further excess fee.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 15 September 2023.

Claire Jones
Ombudsman