

The complaint

Mr and Mrs K's complaint is about the handling of a claim under their home emergency insurance policy with British Gas Insurance Limited.

What happened

Mr and Mrs K made a claim under the policy in April 2022, as they had a leak from the toilet cistern. British Gas attended five/six times between 14 April and 26 May 2022. On the first appointment, British Gas's contractor made a hole in the kitchen ceiling to locate the source of the leak. There were two appointments that Mr and Mrs K say were unproductive and there was a further leak after the contractors had replaced a part, which had to be replaced again there was also an appointment to make good the kitchen ceiling.

In September 2022, Mr and Mrs K came back from holiday to find their house flooded. They say this was because the cistern repair had not been carried out properly. They made a claim under their home insurance for the cost of reinstatement works, which cost around £13,000 in total.

Mr and Mrs K are very unhappy about this and complained to British Gas. They obtained a report from an independent plumber and engineer that says British Gas fitted the wrong size pipe and fitted this and the overflow incorrectly, which caused the leak. Mr and Mrs K had the cistern replaced. They say this took less than half a day and cost £200 including materials. They question why such a simple repair required so many attendances from British Gas. Mr and Mrs K have made a number of points in support of their complaint. I have considered everything they have said but have summarised their main points below:

- While the damage to their home has been covered by their home insurance, the claim caused them a great deal of inconvenience, having to deal with the tradespeople and insurer.
- They had to pay the home insurance excess and will potentially have higher premiums in future.
- It was unnecessary to cut a hole in the ceiling to access the pipe. The leak was obviously from above and British Gas should have investigated the toilet area first. It was a simple matter to access the pipe from the cabinet behind the toilet.
- In addition, the ceiling has been patched but the workmanship was poor and unacceptable.

British Gas says that as the leak happened around four months after its last attendance, it cannot be the result of its workmanship. British Gas also says its contractors had offered to go out when Mr and Mrs K reported the leak in September 2023 but they refused them access, so they could not comment further. British Gas did however offer £150 compensation for the multiple visits and delay in responding to the complaint.

Mr and Mrs K remained unhappy with British Gas's response, which they say was nine months after they raised their complaint, and referred the matter to us. Mr and Mrs K want their home insurer reimbursed for its outlay, so they can get their excess back and their claim is no longer on record to affect future premiums; compensation; and reimbursement of the costs of their expert, the repair of the cistern and legal fees.

One of our Investigators looked into the matter. He did not recommend the complaint be upheld, as he said that as Mr and Mrs K had not allowed British Gas access to assess the cause of the leak itself, it had been prejudiced and had not had the opportunity to investigate and/or verify the cause or scope of the damage. The Investigator also considered the compensation of £150 already offered was sufficient for the issues with the claim.

Mr and Mrs K did not accept the Investigator's assessment. They say they were reluctant to have British Gas back at their property, given the repeated incompetence of its engineers. However, they offered several times for British Gas to inspect the faulty workmanship, as they still have the cistern system available to inspect. Mr and Mrs K also say the Investigator has ignored their independent report and the matter of the ceiling repair.

As the Investigator was unable to resolve the complaint, it was passed to me. I issued a provisional decision on the matter in April 2024. I have copied my provisional findings below:

"Cistern repair

British Gas simply says that as the leak was four months after it had worked on the cistern, it can't be due to its workmanship. However, this does not address the report from Mr and Mrs K's plumber.

Mr and Mrs K's expert report says the leak was from the toilet siphon pipe and overflow, which were both the parts worked on by British Gas in April and May 2022. The report says the overflow pipe is intended to discharge any excess water (in the event of failure of the ballcock) into the WC pan preventing leaks and so it is vital it is fitted correctly. The report says the overflow pipe was sitting above four manufactured screw holes which have not been plugged, therefore when the ballcock failed in September 2022, the cistern continuously overflowed with water, which leaked out of those holes. The report says the overflow pipe should have been shortened so that it sat beneath the level at which water could leak from the cistern (*i.e.* the screw holes) or they should have been plugged and made water tight which is also possible. It is also normal practice to test an overflow system by holding down the ballcock to fill the cistern to overflow level and observe the water safely discharge. This cannot have been done by British Gas at the time, otherwise it would have realised the defect. The report also says that this defect may not have been noticed immediately, as it was only apparent on failure of the ballcock.

In addition, the report says the siphon outlet and flush pipe were the wrong size. It says the flush pipe was 38mm diameter and was fitted into a new syphon outlet of 43mm internal diameter. It says that thousands of litres of water pass through this joint, which was not watertight. The report says that British Gas had "*botched*" a temporary at best solution to this by wrapping it in PTFE tape to try and close the gap, but PTFE tape is not designed or intended for this purpose. The report says this would not be lasting solution and was also bound to fail after a period of time.

The report also says that a nut that secured the syphon outlet had fractured, probably because it had been overtightened to compensate for the mismatch of the pipe size.

British Gas says it has not had the chance to assess the cistern itself. I can see that there was a note on the contractor's file that said they'd spoken to Mr and Mrs K and they'd told them they were going through their home insurer so there was no need for the contractors to attend.

I can understand why Mr and Mrs K did not want British Gas's contractors to do any more work on their property. But I note that they offered several times for British Gas to inspect the cistern parts that they say were faulty. I cannot see that British Gas has asked to see them or asked to attend the property after that first call with the contractors.

Having considered everything, I find Mr and Mrs K's plumber's report persuasive. It is detailed and gives well supported reasons for the conclusion that there were defects with the work that British Gas agreed its contractors had carried out. The report also explains why there was a delay before the defects became apparent.

Overall, I think it is likely that the workmanship in April and May 2022 was the cause of the leak in September 2022. Given this, I consider that British Gas is responsible for the consequences of that. I will address what needs to be done to put this right below.

Home insurance and premiums

Mr and Mrs K want their home insurers to be reimbursed for their outlay but that would now be a matter for their home insurers. However, I do consider that they should be reimbursed the home insurance excess they had to pay. I do not have any confirmation of the amount or when it was paid, so would invite them to provide that in response to this provisional decision.

I also acknowledge that Mr and Mrs K's future home insurance premiums are likely to be impacted. However, I have no independent evidence about the amount of impact this claim might have but most insurers want to know about any claims made within three to five years of a policy starting; and the impact any claim has on premiums depends on the type and cost of the claim and tends to decrease with each year that has passed. Bearing this in mind, in the absence of any other evidence, I intend to award the sum of £200 in this respect. If either party wants to provide better evidence about this, they can do so in response to this provisional decision.

Repair costs and expert's fee

I consider that British Gas should reimburse the cost of the cistern repair that Mr and Mrs K had done in September 2022, which should have been done under the policy. They have said this was £200. I have not seen the invoice for this but it seems reasonable to me.

British Gas should also reimburse the cost of their expert's report, given that it establishes the fault with British Gas's workmanship and was only necessary because of that. Mr and Mrs K have provided an invoice for this. I do however note the report on file is unsigned. Mr and Mrs K have said a signed copy can be provided and I would ask British Gas to let me know in response to this provisional decision if it requires that.

Hole in ceiling and making good

Mr and Mrs K also say that it was unnecessary for British Gas's contractors to cut a hole in their kitchen ceiling to access the leak and that the repair to the ceiling was amateurish and unacceptable.

The evidence shows that the leak was underneath the toilet unit upstairs and I note that Mr and Mrs K's expert report says that there was no need to damage the ceiling and "*no competent plumber or tradesman would have done this*".

British Gas says its engineers would have followed a process of elimination to find the source of a leak its engineers advised the ceiling access was necessary as part of that diagnostic process.

Given that the leak was under the toilet area, it seems to me that it would have been reasonable to start investigating the area above the leak first. While it is difficult for me to be certain, it does therefore seem to me likely it was not necessary to cut a hole in the ceiling.

However, having cut the hole, British Gas had an obligation to make it good. Mr and Mrs K's policy includes £1,000 for making access and making good for each repair.

The policy says:

"access and making good

- Getting access to your appliance or system, and then repairing any damage we may cause in doing so by replacing items such as cabinets or cupboards that we've removed and by filling in holes we have made and leaving a level surface".

I have looked at the photos provided by Mr and Mrs K of the repair to the area of the kitchen ceiling that British Gas removed to access the leak. The repair to the kitchen ceiling is not satisfactory. It is clear that a relatively large, rectangular area has been removed and patched up. The outline of the area is clear and the plaster work within the area is bumpy and messy. This is in obvious contrast to the rest of the ceiling, which is a smooth plastered finish. I do not think this was a reasonable repair and it has not been left with a level surface.

I do not know if this has now been repaired as part of the work done by the home insurer. I would invite Mr and Mrs K to confirm the position in response to this provisional decision. If it remains as it is, I will make an award to reflect the likely cost of rectifying this.

Compensation and other matters

It seems to me that the repair British Gas were required to do in April 2022 was relatively simple and it should not have required five visits. Two visits seem to have been unproductive entirely. This will have caused additional trouble to Mr and Mrs K. British Gas seems to accept this.

I also acknowledge that the home insurance claim and accommodating the appointments required to reinstate their home would have also caused avoidable and unnecessary trouble to them.

I do not consider that British Gas's offer of £150 is sufficient to reflect the trouble caused by its handling of the matter.

I also note there was a considerable delay in British Gas responding to the complaint. Complaint-handling is not a regulated activity, so I cannot look at this in itself. Mr and Mrs K had the right to refer their complaint to us within eight weeks of raising their complaint with British Gas, regardless of whether they had received a response or not.

Mr and Mrs K took legal advice and paid for the preparation of documents for a potential court application. They want the costs paid for this reimbursed. I do not intend to make an award in this respect, as they had the option to bring the complaint here, as a free (to consumers) alternative to the courts. I do not therefore think I can reasonably require British Gas to pay any legal fees incurred.

Having considered everything very carefully, I consider that the total sum of £700 (to include the £150 already offered by British Gas) to be reasonable overall, to reflect the distress and inconvenience caused by the handling of this claim, which includes the wasted visits in April and May 2022; finding their home flooded and dealing with the reinstatement works; and having to arrange their own repair of the cistern which should have been done under the policy.

My provisional decision

1. Reimburse the cost of the plumber's report (i.e. £187.50), together with interest at 8% simple per annum from the date Mr and Mrs K paid for the report, to the date of reimbursement.

2. Reimburse the cost of repairing the cistern, upon production of suitable evidence, together with interest at 8% simple per annum from the date Mr and Mrs K paid for the work, to the date of reimbursement.
3. Reimburse the home insurance excess paid, upon production of suitable evidence, together with interest at 8% simple per annum from the date Mr and Mrs K paid it, to the date of reimbursement.
4. Pay £200 to reflect the likely impact on future home insurance premiums.
5. Pay a total of £700 compensation for the distress and inconvenience caused by the handling of this claim. (This includes the £150 already offered, so if this has already paid this, then British gas now only needs to pay £550.)"

Responses to my provisional decision

I invited both parties to respond to my provisional decision with any further comments and information they want considered.

Mr and Mrs K have confirmed they accept my provisional decision. They confirm that the kitchen ceiling was replastered when the rest of the house repairs were carried out and has therefore now been made good.

Mr and Mrs K have also provided the invoice from their plumber confirming the toilet repairs cost £170.90 and confirmation that they had to pay an excess of £350 for the home insurance claim.

British Gas does not accept my provisional decision. It has provided a copy of an email from its contractors that confirmed it attended six times between 14 April and 26 May 2022. The contractors said again that Mr and Mrs K contacted it in September 2022 about the leak but said they were making a home insurance claim and not to attend; and that as the leak occurred in September 2022, it can't be attributed to anything it did, as it would have been visible long before September 2022.

The contractors also provided a further review of its attendances, which I'll summarise below:

"14.4.2022 On arrival leak showing on kitchen ceiling removed floorboards to trace leak , then had to remove section of ceiling to access leak from flush pipe on concealed cistern.

Removed flush pipe and cut and capped off cold feed for WC...

25.4.2022 ...changed out faulty flush pipe and seal. Tested and checked for leaks. ...

24.05.2022 Replace flush pipe upstairs toilet

26.05.2022 remove panels to locate leak replaced flush valve as it had cracked replaced flush pipe as was cut to short tested all ok refitted panels."

The response from the contractors also says "Also in the report the customer's plumber is certain we changed parts in the toilet cistern for" but this sentence is left unfinished. It is therefore not clear what was intended but it seems to me the contractor may be disputing that they changed some of the parts referred to in the report from Mr and Mrs K's plumber.

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 has provided a review by its contractors, which states again that the leak cannot be due to anything it did wrong in April/May 2022 as it would have been apparent sooner than September 2022. And seem to suggest that they may be disputing that they changed some of the parts referred to in the report from Mr and Mrs K's plumber.

Mr and Mrs K's plumber said British Gas had replaced the syphon and overflow and fitted it to the existing flush pipe. British Gas's contractors state that they replaced the flush pipe was replaced and the summary provided recently states that they replaced it three times in the space of a few weeks.

It seems to me that even if British Gas did not replace the syphon and overflow, the comments in the report about the syphon and flush pipe being incompatible because they were different sizes and PTFE tape having been put round the connection still stand. In relation to the connection between the flush pipe and syphon, Mr and Mrs K's plumber said that the tape was a temporary "*botched attempt to close and seal the gap*" but would be "*temporary repair*" only that would fail in time and was one of the likely causes of the leak in September 2022.

British Gas has not commented on the findings that the flush pipe and syphon were of different connection sizes. It has also not explained why the flush pipe needed replacing so many times, in such a short space of time.

British Gas also says again the contractors were told not to attend, so it couldn't assess the workmanship or cause of the leak in September 2022 for itself. I explained in my provisional decision that I could understand why Mr and Mrs K did not want the contractors back out, given the issues that had occurred. There were five/six attendance to repair a toilet and it seems the contractors had to replace the same part three times. Even though Mr and Mrs K did not want British Gas's contractors to come out to repair the leak in September 2022, they offered several times for British Gas to inspect the cistern parts that they say were faulty. I cannot see that British Gas asked to see the parts or asked to attend the property after that first call with the contractors. British Gas has not commented on the fact that it could have inspected the old cistern and parts at any time since September 2022, so has had the opportunity to assess the workmanship itself.

Having considered everything again, and the recent information provided by British Gas, I remain of the opinion that I find the report from Mr and Mrs K's expert persuasive about why the leak happened and why there would have been a delay in the problem with the repair carried out by British Gas in April/May 2022 being apparent. Overall therefore I still consider it is more likely that the workmanship in April and May 2022 was the cause of the leak in September 2022. Given this, I also remain of the opinion that British Gas is responsible for the consequences of that poor workmanship.

British Gas has not commented on my proposed award and Mr and Mrs K have accepted what I proposed and have provided evidence of the cost of the cistern repair they had done and the home insurance excess. I therefore remain of the opinion that the matter should be put right by British Gas reimbursing Mr and Mrs K for the outlay they had as a result of this matter (*i.e* the cistern repair, home insurance excess and expert report); £200 for future home insurance premiums and £700 compensation.

My final decision

I uphold this complaint against British Gas Insurance Limited and require it to do the following:

1. Reimburse the cost of the plumber's report (*i.e.* £187.50), together with interest at 8% simple per annum from the date Mr and Mrs K paid for the report, to the date of reimbursement.
2. Reimburse the cost of repairing the cistern, (*i.e.* £179.90), together with interest at 8% simple per annum from the date Mr and Mrs K paid for the work, to the date of reimbursement.
3. Reimburse the home insurance excess paid, (*i.e.* £350), together with interest at 8% simple per annum from the date Mr and Mrs K paid it, to the date of reimbursement.
4. Pay £200 to reflect the likely impact on future home insurance premiums.
5. Pay a total of £700 compensation for the distress and inconvenience caused by the handling of this claim. (This includes the £150 already offered, so if this has already paid this, then British Gas now only needs to pay £550.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K and Mrs K to accept or reject my decision before 5 July 2024.

Harriet McCarthy

Ombudsman