

The complaint

Miss S complains that British Gas Insurance Limited (“British Gas”) is responsible for damage to her property following a claim under her home care policy.

Any reference to British Gas includes its contractors and agents for the purposes of this decision.

Miss S is represented by her brother, Mr S. Reference to Miss S in this decision letter includes submissions made by her brother on her behalf.

What happened

Miss S has British Gas home care insurance which covers her boiler, controls, and central heating cover including an annual service, plus repairs to plumbing and drains. In December 2021 there was an issue with the toilet upstairs which, she says, wasn’t repaired quickly enough by British Gas.

Miss S says British Gas sent an engineer who told her that a part was required to complete the repair and once it came in he would return to fix the toilet. But that didn’t happen.

In February 2022 water leaked from the same toilet and damaged the ceiling and walls of the sitting room which is located directly underneath the upstairs bathroom. As the leak continued British Gas cancelled a number of appointments for engineers which led to the ceiling, wallpaper, rug, and furniture being damaged.

British Gas instructed a contractor to go out and assess the damage. The contractor said the damage was pre-existing, and so British Gas said it would accept partial liability but it didn’t pay any settlement.

In June 2022 British Gas came out to repair the downstairs toilet but damaged the cistern which caused another leak. British Gas didn’t think its engineer had caused the damage but replaced the toilet and cistern anyway. The replacement toilet was too narrow and wasn’t fit correctly. Miss S says the floor tiles were also damaged when the toilet was replaced. British Gas initially said it would replace all of the floor tiles in the bathroom, but then later said it would only replace the six it believed were damaged.

Miss S wants British Gas to repair the damage caused by the initial leak, change the downstairs toilet so its suitable for use, change the floor tiles, and pay towards the heating costs in drying the leak. Because Miss S wasn’t happy with the service received she complained to British Gas.

British Gas said it had taken steps to resolve Miss S’ concerns. Its contractor had replaced the broken toilet and agreed to pay £1,500 in settlement of the remaining issues together with £100 towards a rug Miss S claimed for. British Gas said the full damage to the ceiling and rug wasn’t due to its actions and so it would only make a contribution towards repair costs. It also paid Miss S £150 to reflect the distress and inconvenience caused by the numerous visits to her home.

Miss S referred her complaint to this service. British Gas increased its offer to £2,200 for the ceiling and rug, plus a further £350 for distress and inconvenience. Miss S declined the offer. She said the quotes she received for rectification works came to around £4,000 so the offer is far less than it should be.

Because Miss S declined the offer our investigator looked into what happened. Based on the evidence the investigator said she didn't think British Gas had treated Miss S fairly. She said British Gas' offer of £2,200 towards the cost of the ceiling repair was fair since British Gas didn't cause the leak and the terms of the policy say it isn't responsible for any resultant or pre-existing damage. She did accept the damage would have been less had the repair been completed earlier. The investigator said it's likely the crack in the cistern of the downstairs toilet was caused by the engineer and so British Gas should take steps to put Miss S back in the position she was in before the cistern was broken. So she said British Gas should replace the toilet supplied with one as close to the dimensions of the one the engineer damaged, and suitable for the insured's use. The investigator also recommended any damaged floor tiles be replaced – and return the bathroom floor to the condition it was in prior to the engineer's visit. Our investigator said the level of compensation offered was reasonable in the circumstances so she didn't think British Gas needed to pay any more.

Miss S accepted the resolution from British Gas in respect of the ceiling but the issue with the downstairs toilet remains outstanding. Since an agreement wasn't reached the complaint has been referred to me to decide.

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.

Having done so my intention is to uphold Miss S' complaint. I'll explain why.

At the outset I think it's useful to reflect on the role of this service. This service doesn't regulate or punish businesses for their conduct – that is the role of the Financial Conduct Authority. Instead this service looks to resolve individual complaints between a consumer and a business. Should we decide that something has gone wrong we would ask the business to put things right by placing the consumer, as far as is possible, in the position they would have been if the problem hadn't occurred.

I understand Miss S has strong views about what happened and I can empathise with the position she has found herself in. I have read and considered everything I have received carefully. My role is to consider the evidence to reach what I think is a fair and reasonable outcome.

The nature of home emergency insurance is to cover emergency repairs when things go wrong. It isn't a maintenance or buildings insurance policy. Miss S has a home emergency policy which provides cover for help in certain emergency situations, for example emergencies relating to boiler and heating, or plumbing, amongst others.

Damage to the ceiling

Part of Miss S's complaint is that British Gas failed to repair the initial leak properly and this caused significant damage to the living room ceiling.

Miss S says she wants British Gas to pay for the entire cost of the repair to the ceiling. But this isn't something she is entitled to under the terms of the policy. The policy says, "We're

not responsible for any loss of or damage to, or cleaning of property, furniture or fixtures as a result of your boiler, appliance or system breaking or failing unless we caused it, for example damage caused by water leaks". So, I don't think it's correct for British Gas to pay the full cost of the repair to the ceiling. Since there was some delay in repairing the leak British Gas offered to pay £2,200 for the ceiling and rug and I think that's fair. Miss S has accepted this offer so it isn't my intention to comment on it any further.

Downstairs toilet

Miss S maintains that her downstairs toilet was damaged by the contractor who attended to repair the flush handle. She says that the toilet began leaking after the contractor left following the repair. So I can understand why she believes this. British Gas say the cistern was damaged previously due to the age of the toilet. Having considered the evidence carefully I think, on balance, it's more likely the cistern was damaged by the contractor. I say this because I think had there been any evidence of a leak or damage to the cistern previously Miss S was likely to have reported it given her reliance on the downstairs toilet. I think it's also likely the contractor would have commented on the damaged cistern as he carried out his repair to the flush but there isn't anything to suggest this happened. Because I think the contractor damaged the cistern, it therefore follows that I think British Gas is responsible for repairing the damaged cistern.

British Gas agreed to replace the damaged cistern, despite not agreeing its contractor cracked it in the first place. And I think that's fair and what I would have expected it to do. Miss S requested the whole toilet be replaced due to the colour mismatch of the new cistern with the old toilet base. I have seen evidence that British Gas explained to Miss S that the replacement toilet might not be an exact match to the damaged one since it wasn't something that could be obtained 'off the shelf'. British Gas can't be held responsible for the fact suitable alternatives weren't readily available.

The toilet wasn't suitable since it was too low and narrow. There was also a gap in the floor from where the old toilet was replaced. Communication between British Gas and Miss S isn't clear on whether the tiling for the whole floor would be replaced, or only the damaged ones. I think British Gas should replace the six damaged tiles and, if that's not possible, it should provide a cash settlement so Miss S can make arrangements to replace the tiles for the bathroom herself. I can see British Gas have asked for the size of the downstairs toilet floor so if Miss S hasn't already done so, she should provide this so British Gas can take further action in this regard.

Miss S provides compelling and consistent testimony regarding the impact of having an unsuitable downstairs toilet. Prior to British Gas attending to repair the flush handle Miss S had a safe and working downstairs toilet. So given what I've said above I think British Gas needs to take steps to put Miss S back in the position she was in before the cistern was damaged. That means British Gas need to supply and fit a suitable toilet. I understand it was trying to source an appropriate toilet but hasn't provided this service with an update as to whether it managed to do so. If it doesn't it will need to explore other options to ensure Miss S isn't disadvantaged further.

Miss S says British Gas should replace the bathroom suite if it isn't able to obtain a suitable match. I understand why she says this – she doesn't want to be left with a mismatched downstairs toilet. But I don't think it's fair to ask British Gas to replace all of the bathroom fixtures because its unable to find an exact colour and size match. I say this because it is only responsible for repairing what it has damaged.

Compensation

When thinking about what British Gas should do to put things right, any award or direction I make is intended to place Miss S back in the position she would have been, had British Gas not damaged the cistern.

I can see Miss S has suffered some stress as a result of this matter. I've thought about the impact this matter is likely to have had on Miss S given the circumstances she describes. When British Gas replaced her toilet with an unsuitable one I think it would have caused Miss S some distress.

I understand British Gas has explained Miss S confirmed the toilet was suitable when it was initially fitted. And that it is having difficulty in sourcing a suitable replacement given the age and colour of the damaged one. And I think it is doing all it can to try and resolve this matter for Miss S; including trying to source the correct toilet from other suppliers.

I've needed to think about the impact this had on Miss S, when deciding whether the compensation already offered to her is fair.

Having done so, I can see how being without a downstairs toilet has been inconvenient and stressful for Miss S. British Gas replaced a working toilet with one that wasn't suitable. This meant Miss S didn't have access to the downstairs toilet which would have impacted her significantly given her health issues.

British Gas increased its offer of compensation by a further £350 taking the total to £500 to reflect the distress and inconvenience caused by this matter. Having considered everything I think this is reasonable, given the trouble and upset detailed above. So, I intend to direct British Gas to pay Miss S a further £350. This is in addition to the £150 it has already paid for distress and inconvenience.

Further information on our approach to compensation can be found [here](#).

I appreciate British Gas tried to assist Miss S by replacing the downstairs toilet but matters have been prolonged contributing to further distress and inconvenience. I think British Gas has tried to be fair in assisting Miss S but it doesn't have a never-ending liability to her or this claim. So I think it's appropriate to now bring the matter to an end and settle things fairly. I am therefore upholding the complaint but I realise my directions to put things right will disappoint Miss S since I'm not requiring British Gas to do everything she has asked for.

Putting things right

Given the conclusions I've reached, as set out above, I direct British Gas to;

- Pay Miss S a further £350 for distress and inconvenience,
- Pay Miss S £2,200 towards the repair of her ceiling and rug if not already done so,
- Replace the toilet, pan and cistern of the existing downstairs toilet with a suitable alternative,
- Replace the six damaged tiles in the bathroom and if that's not possible, pay a cash settlement to allow Miss S to replace all the floor tiles herself.

My final decision

For the reasons I've explained I uphold Miss S's complaint and direct British Gas Insurance Limited to put things right by doing what I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 22 July 2024.

Kiran Clair
Ombudsman