

The complaint

Mr A is unhappy that British Gas Insurance Limited (British Gas) declined his claim to repair a leak in his bathroom.

What happened

Mr A has a home emergency policy with British Gas. The underwriter is British Gas, and the policy covers plumbing and drains cover.

In March 2024, Mr A contacted British Gas as there was a leak in his bathroom toilet.

A plumber was sent to inspect the leak on 12 March 2024. He reported that the pan connector was leaking, and the toilet wasn't secured to the floor. The plumber said the cause of the loose pan connector was the unsecured toilet as this caused movement to any connecting pipes and services. Mr A's policy doesn't provide cover for repair of installation faults/defects if they are pre-existing. So, he was informed the claim couldn't be covered. The plumber advised Mr A to contact a third party to ensure the toilet is correctly secured and leak free.

Mr A asked British Gas to send another plumber for a second opinion. This plumber visited on 14 March 2024 and said the toilet wasn't secured with brackets. If the pan connector was replaced the same thing would happen as the toilet wasn't secured.

Mr A made a complaint to British Gas. It maintained that the claim was excluded due to poor installation of the toilet as per the terms and conditions of Mr A's policy. It also said while the repair of a pan connector is generally covered under the policy, if the root cause of any failure is due to an installation fault, the repair is excluded.

Unhappy with the response, Mr A brought his complaint to this service. Our investigator didn't uphold it. He said the claim hadn't been unfairly declined by British Gas as both plumbers confirmed the toilet wasn't securely installed. The unsecure installation of the toilet was considered a fault and he didn't think it was unreasonable for the claim to not be covered by British Gas.

Mr A disagreed with the investigator's findings and asked for the complaint to be referred to an ombudsman. So it's been passed to me.

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.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So, I've considered, amongst other things, the terms of this policy and the circumstances of Mr A's claim, to decide whether British Gas treated him fairly.

At the outset I acknowledge that I've summarised this complaint in far less detail than Mr A has, and in my own words. I won't respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern our service allow me to do this as we are an informal dispute resolution service.

I've started by looking at the terms and conditions of Mr A's policy as it forms the basis of the contract between Mr A and British Gas.

Policy terms and conditions

On page 31, under the General Exclusions section of the agreement, it states:

'[...]

Pre-existing faults

Your products don't include cover for any faults or design faults that:

- were already there when your boiler, appliance, system or electric vehicle charger was installed;*
- existed when you first took out the product;'*

Based on the above, if a product (in this case, the toilet) has a fault in its installation, then it's reasonable for a claim to be excluded. And if it existed prior to the policy being taken out, cover can also be excluded. In other words, there's an exclusion in Mr A's policy that eliminates cover because of a fault due to installation or which existed before the policy was taken out.

So, I've gone on to consider the evidence that's been provided to decide whether it's reasonable for the claim to be excluded due to the poor installation of the toilet.

Has the claim been declined fairly?

I've considered the evidence British Gas provided from two visits to investigate the leak:

- On 12 March 2024, the plumber noted that the toilet had been poorly installed as it wasn't fixed to the floor, it was loose and causing too much movement.
- On 14 March 2024, the plumber noted that as per the previous visit, the toilet wasn't secured and there were no brackets installed.

I've looked at the toilet mounting instructions that Mr A has provided. He said this is how the toilet was installed. The instructions clearly provide a guide to how the toilet should have been installed and state that brackets should be used to secure it. The diagrams are clear with a step-by-step process to install the toilet. However, in contrast, looking at the photo Mr A has provided of the toilet, I can't see that it was secured with bolts or brackets as per the manufacturer's instructions – there's an empty hole where the bracket and screw should have been placed and secured to ensure no movement of the toilet. Additionally, he has also said in his submissions to us that the toilet was sealed with adhesive rather than with brackets. So, although Mr A says the toilet was installed as per the manufacturer's instructions, I don't agree. The instructions required it to be secured with brackets and screws and I can't see that it was.

Mr A's commented on the specific wording of the agreement and questioned whether an

installation fault can be treated the same as a design fault. I've reviewed the above wording of the exclusion provided in the policy. It says '*Your products don't include cover for any faults or design faults...*'. In other words, it refers to '*faults*' and '*design faults*', not only '*design faults*'. So, I don't think the wording is unclear or ambiguous and the two can be interchanged – either a '*fault*' or a '*design fault*'. Ultimately, whether '*fault*' is used or '*design fault*' is used, in the context of what's happened here, the crux of the issue is that the toilet wasn't secured. Based on the information provided by the plumbers who visited and inspected the toilet, it has been installed with adhesive since it was installed. The point is that the toilet wasn't secured and the most likely reason for the pan connector leaking in this case is the incorrect installation. The evidence I've seen shows this is the most likely reason and I haven't seen anything to the contrary. It's not in dispute that the leak was from the pan connector. Over time it's reasonable to think that movement of the toilet would cause the pan connector to be dislodged and therefore start leaking.

I appreciate that Mr A says he hasn't had a leak for all the years he's had the same toilet. And I don't doubt that, but there is an exclusion on the agreement which says if the installation of the toilet is faulty, the claim is excluded. That's not to say that there is no cover on the agreement for a toilet that's leaking, it's simply that it hasn't been installed correctly and therefore the most likely cause of the leak is the incorrect installation of it. While British Gas hasn't provided a specific scope of the works required to fix the leak, I don't think that's unreasonable. Generally, most home emergency policies don't provide cover for pre-existing faults, so this isn't unusual. The manufacturer's installation instructions show that the toilet should have been secured and there's sufficient evidence that it wasn't. On balance therefore, I'm satisfied the cause of the leak is most likely the movement of the toilet causing weakness and movement to the pan connector.

Mr A has said the toilet was installed 15 years ago and the policy was taken out in October 2022. The fault would also be pre-existing and prior to the policy being taken out. For these reasons, I'm satisfied the exclusion has been applied fairly.

I appreciate Mr A feels strongly that he's been treated unfairly. But based on all the evidence, I'm not persuaded that British Gas has unfairly excluded his claim because of a pre-existing fault. I haven't seen any evidence that points to the contrary and while I know Mr A will be disappointed, I think the claim has been excluded in line with the policy terms and conditions and done so fairly and reasonably. It follows therefore that I don't think British Gas needs to do anything further.

My final decision

For the reasons given above, I don't uphold Mr A's complaint about British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 18 September 2024.

Nimisha Radia
Ombudsman