

## **The complaint**

Miss M has complained about the way British Gas Insurance Limited ('British Gas') dealt with claims she made on her home emergency policy as well as the quality of the repairs it carried out.

British Gas is the underwriter of this policy i.e., the insurer. During the claim Miss M also dealt with other businesses who act as British Gas's agents. As British Gas has accepted it is accountable for the actions of its agents, in my decision, any reference to British Gas includes the actions of the agents.

## **What happened**

I issued a provisional decision regarding this complaint last month. In that decision I said that I was considering upholding Miss M's complaint and asking British Gas to pay her £550 compensation as well as £95 plus VAT for a call-out charge she incurred for a quote from an independent plumber. I said I was also considering asking British Gas to arrange one final appointment to assess an issue Miss M was having with the flushing system in one of her toilets. An extract from my provisional decision follows:

*"Miss M had a home care policy with British Gas which covered her for plumbing repairs, among other things. She said that British Gas's engineers failed to repair an issue with the flushing mechanism in one of her toilets despite attending several times to carry out repairs.*

*Miss M initially raised the issue with the toilet around April 2022. An engineer attended her property and said that the toilet was flushing with no issues. Another engineer attended a week later and said that there was not enough water in the cistern which he altered and noted that everything was ok after that.*

*Miss M said the issue wasn't resolved and first complained to British Gas in May 2022. The complaint was initially closed without any action but British Gas paid Miss M £70 compensation in July 2022 for the service provided by one of its engineers.*

*There were further appointments in February 2023 when an engineer replaced the diaphragm in the flush siphon and noted all was working ok. He said the main bathroom toilet needed a drainage engineer to attend. In March 2023 an engineer attended and noted that there were no blockages in the toilet but there was an issue with the flush which had to be done twice. Another engineer attended towards the end of March 2023 and changed the siphon sheet in the ensuite toilet. He said access to the toilet was restricted as part of it was boxed in and plastered over. The engineer also noted that Miss M said he had made a red stain on the carpet but he said he hadn't used anything red.*

*Miss M complained again in March 2023 and said that she was still having issues with her toilet. As well as the toilet not being fixed, Miss M also said that during one of the appointments the engineer damaged the toilet bowl and spilled water onto the bathroom and landing carpets causing them to stain. She also said that some appointments were missed, and on one occasion British Gas went to her house unannounced during a private family occasion.*

*British Gas issued a final response in June 2023 but said as it hadn't been able to contact Miss M it was closing the complaint as it wasn't able to investigate and progress it.*

*A new complaint was set up in July 2023 about the damage to the carpets and the toilet bowl. Miss M said she had to professionally clean and ultimately replace the carpets and get new flooring in her bathroom due to the damage caused by British Gas. She wanted to be reimbursed for these expenses and to have her toilet flushing system repaired.*

*British Gas arranged for an engineer to attend once more but he didn't find anything wrong with the flushing mechanism and didn't detect any leaks. He said as the bathroom flooring to the main toilet had been replaced, he wasn't able to take photographs of the carpet stains Miss M had reported. British Gas asked Miss M for video footage of the flush fault which she provided.*

*British Gas suggested arranging a final appointment so the engineer could take video evidence of the toilet flushing and reach a conclusion as to whether there were any issues. It also said that the work carried out by the engineers previously would not have damaged the toilet bowl as they didn't use rods or cause any spillages.*

*Miss M then said that two engineers attended her property without an appointment a few days later but as she was in a meeting she couldn't let them in. Miss M declined any further visits from British Gas and said she would get an independent engineer to inspect the toilet.*

*British Gas responded to Miss M's complaint in September 2023 but it didn't uphold it. It said as the engineers weren't able to find a problem with the toilet flush and as she had declined a further appointment it wasn't able to progress the complaint. It added that it wasn't able to accept liability for the costs incurred by her having her carpet cleaned and floor replaced as there was no evidence its engineers caused the damage.*

*Miss M then brought her complaint to our organisation and said the issue with her toilet had still not been fixed. She said she wanted her toilet to be repaired, an apology for the service she received as well as compensation for poor service. She also wanted to be compensated for all the damage British Gas caused to her carpets.*

*While one of our investigators was reviewing the matter British Gas said that if Miss M had work done to the toilet which would have been covered under the policy, it would reimburse the cost. It also accepted that there were failings in how it handled Miss M's complaint and offered £300 compensation for this. It also offered a further £250 compensation for failed or unproductive visits in March 2023.*

One of our investigators reviewed the complaint and thought that British Gas's offer was fair and reasonable.

Miss M didn't accept the offer and asked for some time so she could obtain her own quote for the outstanding repairs. She said she was prepared to accept £2,500 to resolve the matter and this would include compensation for stress but also the cost of replacing her carpet and bathroom floor, cleaning costs, repairs to the toilet and also a premium refund plus interest.

Miss M obtained a report from a plumber who said that in his opinion the toilet wasn't flushing as intended and that the issue was with the flush valve which he considered to be faulty. The engineer wasn't able to provide a quote for the repairs so Miss M asked another company to provide a quote. British Gas agreed to pay the call-out fee for Miss M to obtain a quote for the repairs.

The company Miss M contacted next provided a quote for a new toilet which British Gas said isn't something that the policy covered. According to Miss M the engineer also damaged the toilet when he attended to provide a quote, something he later denied doing.

Miss M obtained a further quote for repairs and again incurred a call-out fee. British Gas reviewed the quote and said the fault seemed to be with the toilet itself. British Gas said, again, that this wasn't covered under the policy.

The matter was reviewed again by another investigator who agreed with the £550 offer and also agreed that it was fair and reasonable that British Gas reimburses Miss M for one call-out charge but not two. Our investigator didn't think British Gas had to pay for a new toilet as this wasn't covered under the policy and as the independent plumber concluded that the issue was with the toilet rather than the plumbing there was nothing further British Gas needed to do. She also didn't think British Gas was responsible for any damage caused by the plumber who provided the second quote.

Miss M didn't agree and asked for an ombudsman's decision. She said that had British Gas repaired her toilet she would not have had other plumbers in and there wouldn't have been further damage to her toilet. She said it should have been able to identify the issue with the toilet after so many visits and added that as British Gas had offered to repair the toilet in the past it would be welcome to go back for a further appointment.

The matter was then passed to me to decide.

### **What I've provisionally 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 policy

Miss M's policy included cover for repairs to the plumbing system in her property, among other things. This included repairs to hot and cold water pipes, the hot water cylinder and water supply pipe. The policy excluded sanitary ware which includes the toilet bowl and

cistern.

### The toilet flushing system

Miss M said she first reported the matter with the flushing of her toilet at the end of March/start of April 2022. British Gas has acknowledged that its engineers attended a number of times and that the matter was never fully resolved. I note that some small repairs were carried out at some point, for example, the siphon sheet was replaced but this didn't resolve the issue. One of the engineers said he wasn't able to check the AAV (which I understand to be an air admittance valve) when he attended as it was behind plastering. During the last appointment, British Gas's engineer said there were no issues with the flushing mechanism and that all was working correctly.

Miss M had other plumbers review the matter. The first plumber said the issue was with the flush valve which was faulty. He said a new one was required to be fitted within the cistern but he wasn't able to complete the work and didn't provide a quote. The second plumber didn't provide a diagnosis and quoted for a new toilet. The last plumber said the problem was with the toilet itself. He said that the toilet is not sending water out very fast or central to the toilet so there isn't enough strength of water to take things away.

Having reviewed the videos Miss M shared with us I can see that pieces of paper didn't flush away when she flushed the toilet.

British Gas said as the last plumber said the issue was with the toilet this wasn't something that was covered under the policy. Having considered the terms and conditions I agree. On the basis of what the last plumber said I think British Gas's response is in line with its terms and conditions.

Nevertheless, I note that there have been differing opinions as to the cause of the issue with the flushing system. And British Gas had previously offered to arrange one last appointment which Miss M declined. It also later offered to cover the cost of repairs if they would have been covered under the policy. Miss M has now said she would agree for British Gas to attend again as long as the appointment is pre-arranged so she has someone with her.

In the specific circumstances, and as there have been differing expert opinions, I think it would be fair and reasonable for British Gas to arrange one last appointment to inspect the flushing system. And when doing so its engineers should be made aware of what the independent plumbers have found i.e. that there is potentially an issue with the flush valve as per the first plumber or an issue with the toilet itself. If the engineers find that there are repairs that can be done under the policy, British Gas should authorise its engineers to carry those out. If the engineers conclude that the issue isn't something that is covered under the policy, for example, it is to do with the toilet itself then it doesn't have to cover the claim.

### Other issues including service

British Gas agrees that there were issues with its service, for example, some appointments had to be cancelled, on at least one occasion its engineers attended Miss M's property unannounced etc. It also accepted that some of Miss M's complaints weren't dealt with promptly or were closed in error and had to be reopened. It has offered Miss M £550

*compensation which, in the circumstances, I think is fair and reasonable.*

*Miss M said that despite a number of appointments British Gas wasn't able to diagnose the issue and if it had, she wouldn't have had to arrange appointments with independent plumbers. On one occasion one of those plumbers damaged her toilet. As our investigator said, I don't think that is something British Gas is responsible for and I think Miss M was right to raise this with the company who employed him instead.*

*In terms of the diagnosis, I see that British Gas did arrange appointments when Miss M raised the issue and I think the actions it took in the circumstances were fair and reasonable. British Gas is reliant on the advice of its expert engineers and at the point where they said that they did all they could and couldn't identify further issues, I don't think there was anything further it could do, as Miss M's insurer. And I think it was also fair and reasonable that it offered to pay for repairs if they would have been covered under the policy and if Miss M was able to find someone who was able to identify and repair the issue.*

*Miss M also said that when the engineers attended, they damaged the toilet when checking for blockages and also stained her bathroom and landing carpets. Miss M has since had the carpet and bathroom floor replaced. British Gas said that when its engineer was checking for blockages he used a rubber plunger, not metal rods so he couldn't have damaged the toilet bowl. It also said that other work its engineers carried out would not have caused a spillage. Like our investigator said, there is no evidence to show that British Gas was responsible for the damage Miss M referred to and without such evidence it isn't possible for me to ask British Gas to compensate Miss M for this damage.*

*I also thought it was fair and reasonable that British Gas agreed to cover one of the call-out charges for the independent plumbers. I think this is fair bearing in mind one of them didn't provide a diagnosis for the repairs and the other provided a diagnosis which states that the issue is with the toilet- something that isn't covered under the policy.*

*Miss M also mentioned that she wanted her premium refunded plus interest but as she has had the benefit of the policy and has made other successful claims under it, I am not considering asking British Gas to issue a refund."*

British Gas accepted my provisional decision and said that the award I was considering making included offers it had made to Miss M in the past.

Miss M also responded to my provisional decision. She confirmed that she agreed for a further appointment to be arranged as long as she had someone with her and as long as it was at a suitable time. Miss M didn't think that I had properly considered her allegation that during a visit by British Gas one of the engineers caused a spillage which damaged her flooring. She said the engineer was very apologetic and tried to clean the floor using towels. She also said that when one of the independent plumbers caused damage to her bathroom, she was left to sort this out herself. Miss M didn't feel the compensation I had awarded would sufficiently cover the damage that was caused to her property.

### **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.

I was pleased to note that both parties have agreed to arranging one further appointment so that the flushing system issue Miss M had reported could be looked into.

Miss M doesn't consider that her complaint about damage she said British Gas caused to her carpets and bathroom flooring has been investigated properly. The issue of the damaged flooring is something that was considered by our investigators and also something I commented on in my provisional decision. As I said in my provisional decision, I appreciate what Miss M has said but I have seen no evidence in support of the allegations that such damage was caused. Miss M has provided photographs but, as far as I can tell, they don't show any of the damage she reported nor prove that such damage was caused by British Gas. British Gas also sent an engineer to look into the damage Miss M reported but the engineer noted that the flooring had already been changed so he couldn't complete his investigation. Without any evidence to show that such damage was caused or evidence that it was caused by British Gas and that it was to such an extent that the flooring and carpets had to be replaced, I am not able to ask British Gas to compensate Miss M.

In my provisional decision I also said that some appointments had been missed and that on at least one occasion British Gas's engineers attended Miss M's property without prior appointment. I agreed that this amounted to poor customer service and that Miss M should be compensated for this. But I thought that British Gas's overall offer of £550 was sufficient.

I appreciate Miss M is frustrated by the further damage she says was caused to her bathroom by one of the independent plumbers. As I said in my provisional decision, however, this isn't something I can hold British Gas responsible for.

The rest of my findings remain as they were in my provisional decision and now form the findings of this, my final decision.

### **My final decision**

For the reasons above, I am upholding this complaint. British Gas Insurance Limited should pay Miss M £550 compensation for the distress and inconvenience it caused her by its poor service and the way it handled her complaints. It should also reimburse her the £95 plus VAT she paid for one of the call-out charges.

It must pay the compensation within 28 days of the date on which we tell it Miss M accepts my final decision. If it pays later than this it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

If British Gas Insurance Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Miss M how much it's taken off. It should also give Miss M a tax deduction certificate if she asks for one so she can reclaim the tax from HM Revenue & Customs if appropriate.

Within 28 days of the date on which we tell it Miss M accepts this decision, British Gas Insurance Limited should also arrange one final appointment to assess the issue of the flushing system. It should arrange a time that is suitable for Miss M so she can arrange for

someone else to be with her. If the engineers are able to repair the toilet in line with the terms of the policy, British Gas Insurance Limited should arrange for this to be carried out. If the necessary repairs fall outside the terms of the policy, British Gas Insurance Limited doesn't need to cover this.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 19 March 2025.

Anastasia Serdari  
**Ombudsman**