

The complaint

Mrs H is unhappy with the repairs carried out by British Gas Insurance Limited to her dishwasher and toilet under her plumbing and drainage insurance policy. She says her property has been left with further damage.

When referring to British Gas, this includes its agents. Mrs H is represented by her husband, Mr H. I'll mostly refer to Mrs H in this decision as the policy is in her name.

What happened

The parties are both familiar with the history to this complaint, so I don't intend to set it out all out in detail again here.

Mrs H first claimed under her plumbing and drainage policy with British Gas around the beginning of May 2024. She'd noticed a very small leak coming from the cold mains water connection to the dishwasher under her sink. There were occasional drips coming from the valve between the dishwasher hose and the water supply. These were being caught by a bowl and there was no obvious damage to any part of the kitchen.

British Gas appointed an agent to deal with this claim. They sent out an engineer who found that the hose needed to be changed. He was concerned about doing any damage to the integrated machine and the kitchen units by pulling it out himself. So, he called his manager who said that he should tell Mrs H to get someone to remove it, so that it could then be repaired. This was despite Mrs H's policy providing up to £1,000 (plus VAT) cover for gaining access and making good any repairs.

Given the minor nature of the leak, which was being contained by the bowl, Mrs H didn't rush to do anything about it. It was only when she had a problem with her toilet in July 2024 that she thought to ask about this again, when one of the agent's engineers was there to inspect the bathroom. During that visit on or around 15 July 2024, the engineer noted that the toilet waste pipe needed to be replaced. A visit was booked in for a few days later, as this was to be a lengthy job. But whilst he was there, Mrs H asked him to look at the dishwasher again - which was still leaking in the same place.

That engineer pulled the dishwasher out straight away, not needing any specialist help to remove it. Mr H tells me that the engineer replaced the grey hose with a blue one. It is at this point that the problems appear to have started. British Gas hasn't referred this repair in its timelines, and it doesn't appear in the engineer's report, the staff member having also now left the business. But Mr H has told us that this is what took place.

When the engineer returned a few days later to fix the toilet, Mr H says that the back panel was cut to remove it. When replaced, it was filled with silicone, and this looks unsightly. British Gas have since been back and put some plastic trim over the gap. But Mr and Mrs H are still unhappy with this repair, particularly given that their policy provides cover for gaining access and making good any repairs.

Further visits for the dishwasher then took place by a number of engineers, each one failing to discover that since July there had been a new leak coming from the hose connection to the machine itself. When the machine had been put back in by previous engineers, the pipe where it was connected to the machine appears to have become bent. Each time the machine was pulled out, the kink was released, and so no further leakage could be seen.

It was only in November 2024 that Mr and Mrs H discovered that there was damage to their flooring from water that had been leaking from the machine/pipe joint. At that time Mr and Mrs H didn't realise that it had been coming from the machine end of the pipe. But when an engineer attended at the end of November 2024 and finally found the issue, the pipe was changed and the connection reversed so that the 90-degree plastic bend was at the machine end of the pipe. So, it no longer kinked. And there has been no escape of water since.

Our investigator thought that Mrs H's complaint should be partly upheld. She concluded that the damage had more likely than not occurred to the floor due to the actions of the engineers. But she didn't agree that the toilet panel needed to be repaired. British Gas didn't agree, so the matter came to me for a decision.

In advance of this final decision, I issued a provisional decision to the parties in which I found that a leak had been caused when the unrecorded work was done in July 2024. The grey hose was replaced with a blue one and had become kinked at the machine end, causing it to leak. I'd also found that the toilet panel had been cut and should be replaced.

Mrs H accepted my decision and asked that I provide the option for them to source their own tradesman to undertake the repairs. British gas didn't agree. It said that it thought the toilet repair had been accepted by Mrs H and was no longer an issue. It also said that its analysis of the photos was that the panel hadn't been cut. It said that there had been two separate leaks fixed in the kitchen: one for a dishwasher in September 2024 and another for a washing machine in November 2024. It said that it wouldn't have expected its engineer to start looking for other leaks once one had been repaired. It asked for any additional evidence so that this could be reviewed.

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've considered British Gas' response to my provisional decision. I appreciate that the evidence provided by both parties is a little complex. Many engineers have attended Mr and Mrs H's home and there has been confusion across the board about who did what and when. I spent a considerable amount of time getting to grips with what I'd describe as a '*he said, she said*' back and forth between the parties. The evidence is also complicated by what I consider to be an unfortunate interchangeable use of the terms dishwasher and washing machine in the evidence. My finding has been that there was only one machine at issue here and that was a dishwasher. The pictures of the applicable pipework provided by both Mrs H and British Gas are of the same hose and cold-water connection under the sink. And it's my finding that these both supplied the dishwasher.

British Gas has asked if it can review any further evidence that has persuaded me, but there is nothing more than the images and engineers reports provided to me by each of the parties, as well as the submissions which the parties each already have copies of.

Mrs H has not dropped her concerns about the toilet panel and although she may at the time have accepted the attempt at a repair to the panel, which I found had been cut, both she and her husband remained unhappy with how this now looked.

Having received British Gas' response to my provisional decision, I've had another look through some of the pictures provided, and I remain satisfied that the findings I reached in my provisional decision are what is more likely than not to have happened, and that they are fair and reasonable. So, I've set them out again below and I adopt them as my findings in this final decision.

I've also considered Mrs H's request that she has the option to get her own contractor to repair the floor and fix the toilet panel. I don't consider that to be an unreasonable request, and so I've provided for her to obtain at least two reasonable quotes in the redress provided

below. I'll add here that I consider the floor damage requiring repair here is isolated to the area around the dishwasher and Mrs H should only expect that part of the floor that has experienced water damage to be repaired or replaced.

In my provisional decision I said:

'A number of aspects of this complaint have been complicated over time by the attendance of many different engineers. Having had the benefit of detailed evidence from both parties, which I am grateful for, I've found that the first attendance of the engineer in mid-July to fix the toilet is when the leak, which has now caused the floor and cabinet damage, first started. As the engineer was there to fix the toilet, he didn't include in his report that he also changed the dishwasher filler hose. But I'm satisfied from the evidence given by Mr H that he did. The hose was a blue one and this replaced a grey one. This is apparent from the evidence.

British Gas' agent and their engineers have then gone on to miss the real problem at each opportunity they had to fix this. Mr and Mrs H didn't realise either that water was continuing to leak from the machine end of the pipe into the floor space. Why would they, as they assumed that the leak had been fixed. At least one engineer thereafter noted that the underlay to the floor was wet. But this was assumed to have been as a result of the original leak. But the evidence indicates that the original leak was never severe enough to have caused the damage seen – it was only some minor dripping that was caught by a bowl placed by Mr and Mrs H under the visible connection to the mains.

The engineer who attended at the end of November 2024 found the real problem and this was fixed. British Gas has said this was a new issue not connected to the first reported problem. But it has failed to take into account that it was its agent's engineer that changed the pipe in July 2024. And that when the machine was put back at that time, the pipe was kinked and this then led to what has since been found to be a leak from the machine end of the pipe.

The subsequent leak noted by Mr and Mrs H in September 2024 was again at the top mains connection end of the pipe where water was dripping again. This was fixed by an engineer that attended then. But they too didn't spot the leak from the other end of the pipe, which appears to have only re-started when the machine was put back in and the pipe again became kinked, so increasing the pressure on the joint.

British Gas has said that it appears there may be some damp to the walls near the door and they think that this could be the cause of some of the damage seen to the floor as there could be a problem with the damp proof course. But having reviewed the evidence supplied by the parties, it's my finding that the damage seen to the floor and the end panel have more likely than not been caused by the leak from the dishwasher, something for which I've found British Gas' agents were responsible for - or at the very least British Gas is responsible for not identifying and resolving the issue earlier than it did.

I've also carefully considered the evidence surrounding the work done to the toilet. Despite the agent's denials that the panel was cut, I've found that it was. Mr H's evidence is compelling in that regard and the photos do indicate that the gap between the panel and the sink unit is greater after the repair than it was before. I also accept Mrs H's evidence that the panel could have been easily removed by taking out a couple of wooden pegs, so the damage done could have been avoided.

Mr and Mrs H have never been happy with the silicone repair, nor the plastic cover. The policy has trace and access cover which also clearly provides that any damage done will be repaired or replaced when making good. The relevant clause seeks to exclude replacement of any decorative parts such as tiles or floor coverings, although here I consider that the damage done was more likely than not unnecessary. The repair to the back panel carried out here is not of the quality that Mr and Mrs H should have expected. So, I shall be requiring that British Gas arrange for a replacement of the rear panel to the toilet.

Mrs H has clearly been upset and inconvenienced by this long running saga. And both she and her husband haven't been believed at every turn. British Gas offered Mrs H £100 for the delays. Our investigator thought that £250 for all the trouble and upset caused was more appropriate. I agree with our investigator that £250 is the right amount.'

Putting things right

In order to put things right, British Gas Insurance Limited should, at Mrs H's option, either:

- make arrangements to repair or replace that part of Mrs H's flooring that has been affected by this leak, replace the end panel to their kitchen unit that has been water damaged, and replace the rear panel to the toilet that was damaged by its engineer when it was removed; or
- reimburse Mrs H for the reasonable cost incurred through her arranging her own contractor(s) to carry out the above repairs/replacement – if Mrs H is to request this option, then she must obtain at least two contractors' quotes for price comparison, detailing the work to be done, which should be sent to British Gas for approval (not to be unreasonably withheld) prior to the work commencing.

For the trouble and upset Mrs H has been caused, British Gas should pay her compensation of £250.

My final decision

It's my final decision that I uphold this complaint. British Gas Insurance Limited must take the actions and make the payments that I have set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 29 July 2025.

James Kennard
Ombudsman