

The complaint

Mr J has complained about the decision of British Gas Insurance Limited ('British Gas') to decline his claim under his home emergency insurance policy. For the avoidance of doubt, the term 'British Gas' includes reference to its agents and contractors for the purposes of this decision. Reference to 'Mr J' includes representations made on his behalf by Mrs J.

What happened

Unfortunately, Mr and Mrs J experienced issues with unpleasant odours coming from their bathroom from August 2024 to March 2025. Mr J held a home emergency insurance policy with British Gas at the relevant time, which included cover in relation to plumbing and drains, so he reported the matter to British Gas.

British Gas arranged for the toilet to be unblocked following reported issues in August 2024. Mr J again reported an issue with the toilet in December 2024, and British Gas did works to resolve a flush problem, however Mr J found it necessary to again report the issue a few days later. On this occasion, the plumber said the issue was with an inlet valve and he replaced this. A plumber attended again in March 2025 and topped up the water in the cistern. Later in March 2025, Mr J contacted British Gas again and an engineer used cameras to establish that there was no blockage. He suggested that a plumber could remove the toilet to investigate the drainage pipes and the bath waste pipes to establish the cause of the smell. He also stated a possible cause was water under floorboards.

British Gas sent a plumber in April 2025 to investigate the toilet, but Mr J considered his service to be poor. He removed the bath panel and found that the bath was leaking due to poor seals, and the wood underneath had been rotting. It was explained that this issue wouldn't be covered under the policy, as it wasn't due to plumbing or drainage. Mr J wanted British Gas to pay for the cost of damage due to delays in diagnosing the issue which he said caused further damage. He also wanted compensation for distress and inconvenience caused and for the unnecessary time taken off work for multiple appointments. He also complained about the behaviour of one of the British Gas engineers.

British Gas issued a final response letter in April 2025 which partially upheld Mr J's complaint in relation to the poor behaviour reported by Mr J and it offered £50 compensation in this respect. Mr J was unhappy about the British Gas response to his complaint, and he referred the matter to this service. The service's investigator didn't uphold Mr J's complaint. She considered that as the issue was caused by failed seals that this wasn't covered by the policy. As to the delay in finding the root cause of the problem, she didn't consider that British Gas had caused any avoidable delay and didn't consider that it had acted in an unfair or unreasonable manner.

Mr J remained unhappy about the outcome of his complaint and so the matter has been referred to me to make a final decision in my role as Ombudsman.

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 key issue for me to determine is whether British Gas applied the terms of the relevant insurance policy and generally acted in a fair and reasonable manner. I can't say that British Gas has acted unfairly or unreasonably, and I'll explain the reason for this decision.

I turn firstly to Mr J's submissions as summarised below. Mr J said that despite multiple visits by British Gas plumbers and engineers, they failed to uncover the root cause of the 'eggy smell' in the bathroom. He felt that a lot of secondary water damage resulted, and that this could have been prevented through earlier diagnosis by British Gas. Mr J said that had he not insisted on bath panel removal he felt that the problem would still remain. He didn't think he could be expected to have a tradesperson's knowledge to diagnose the issue, however '*we did uncover the issue through sheer persistence*'. Mr J then provided a detailed chronology of events and referred to the multiple occasions he'd had to contact British Gas between August 2024 and March 2025 to report the bathroom odours.

Mr J had presumed that the issue was due to a blocked drain or leaking soil pipe. He said that in August 2024, British Gas did find a minor blockage, which was resolved, and the engineer said the smell could be owing to a potential issue with the traps, as they were linked from the bath and sink. He said that '*at no point did a British Gas plumber address this*'. Mr J said that the smell then continued sporadically. When the smell worsened in December 2024, Mr J advised British Gas that the toilet wasn't flushing properly and could be linked to the original problem, and new parts were installed by British Gas, but the smell remained, and no additional investigation was undertaken. Mr J said that he didn't contact British Gas again until March 2025 due to his lack of confidence in its ability to diagnose and fix the issue and the fact that he had to take yet more time off work.

In March 2025, a further plumber attended and advised that the water level in the toilet cistern hadn't been topped up by the previous plumber, which was causing a flush issue, and he duly topped up the water but made no further investigations. He advised that Mr J request a British Gas engineer to attend. Mr J did so and the engineer who attended conducted camera checks of the drains, but no blockage was found. He advised that the type of smell described by Mr J '*was usually down to three things: the drain, the soil traps or an internal leak under the bath*'. Mr J again called British Gas, who sent out a plumber to investigate, and Mr J described him as '*very arrogant*' and '*vehemently disagreed*' with what the engineer had noted. Mr J had to be persistent in persuading the plumber to remove the bath panel and said that the plumber had stormed past him and nudged him out of the way when going to fetch a screwdriver from his van.

Removal of the panel revealed the location of the problem, as water had been leaking and saturating the floorboards below and rotting the wood. Mr J said that the plumber '*then set about absolving [the contractor] of any blame*'. As to the presence of expanding foam, Mr J said that this had simply been to seal where there was a minor gap in tile grouting and had '*absolutely nothing to do with a leak from the bath*'. In summary Mr J felt that no due diligence had been undertaken by British Gas and that it had failed to adopt a holistic and professional approach. Instead, it had conducted isolated callouts having reported the odour on each occasion. Mr J said he'd never contested that he wasn't liable for damage caused by a broken bath seal and accepted '*limitations under the policy which do not cover failed sealant*', however he believed strongly that British Gas was liable for causing unnecessary secondary damage due to repeatedly missing opportunities to check for potential sources of the smell. He also said that British Gas hadn't provided him with documentation in relation to any of what he called the '*botched*' repairs.

I now turn to the British Gas submissions in response to Mr J's complaint. It also provided a chronology of events. Firstly, it said that in Mr J's call to report the matter at the outset, Mr J

had mentioned that the toilet wasn't flushing properly, as if there was a blockage, and there was a noxious smell every now and again as if the drain was blocked. The agent's notes recorded that it had attended Mr J's property, had lifted a manhole cover and it was all clear externally. The agent cleared the toilet of excess wastewater with rods, which caused a '*vacuum smell*', and the agent suspected that the traps had dried out. It said that the job notes recorded that the customer would monitor this.

As for the two appointments in December 2024, British Gas stated that the first visit was toilet-related and it was recorded that the toilet inlet valve float was sticking and the agent lubricated the lever mechanism, after which he said that the flush was working successfully. The subsequent visit notes showed that the inlet valve was intermittently filling. This was changed along with the pan connector. The plumber noted that the pan connector did not have a ribbed seal on to stop smells coming back up, so they added this too.

As for the visit at the end of March 2025, British Gas stated that the person booking the appointment '*advised that the previous repair had been completed to specification*', however their toilet required a flush valve with a longer flush. The job notes do record an '*eggy smell*' coming from the bathroom. An engineer had carried out a CCTV survey from the manhole to the toilet, and no faults were found. As the engineer suspected that the smell was coming from the pan connector or bath waste, he said it needed to be investigated by a plumber. It was also recorded that he increased the inlet valve to achieve '*a much larger flush*'.'

Finally, the plumber's notes of his visit at the beginning of April 2025 acknowledge that wood had rotted under the bath due to water leaking through seals which, it was considered, had been happening for quite a long time. The notes also recorded the presence of white tape rather than silicone around the bath as well as expanding foam around the base of the bath panel. British Gas argued that this was the first time it had reason to look under the bath, and it considered that the smells reported in August 2024 were caused by a blockage in the toilet, so a different issue to what had now been found. It considered that its agents had addressed each issue to which they'd responded.

British Gas made it clear that the terms and conditions of its policy didn't cover a customer's loss of earnings or travel expenses to be at the property when its agents called to carry out investigations or repairs. Finally, as to the behaviour of the British Gas representative, of which Mr J complained, it stated that as it was only the engineer and the customers who were witnesses, it could be difficult to reach a mutual understanding. It had raised the feedback with the agent's office manager which had been addressed and recorded for any future reference. It said that it also acknowledged the overall concern expressed by Mr J and offered compensation of £50 to Mr J in this respect. British Gas considered that this met this service's approach of an apology or small monetary award for a one-off incident.

I now turn to the reasons for not upholding Mr J's complaint in this instance. The starting point for such complaints will be the wording of the relevant policy documents as these form the basis of the insurance contract between the insurer and its customer. In this case, the policy did cover repairs for certain plumbing and draining repairs. The policy also had standard exclusion clauses and under the heading '*what's not covered*', the policy listed amongst other matters '*seals and grouting*'.

In this case, Mr J has candidly accepted that the real cause of the long-standing odour in his property was the failure of seals around the bath, and in the circumstances, this wasn't a repair which came under the terms of the policy. I'd expect British Gas to take a reasonable approach and to advise its customers to engage their own contractor where it becomes obvious that the real problem isn't covered by the policy. Nevertheless, British Gas doesn't have a duty to carry out wide-ranging investigations and diagnoses where it's attending to carry out specified repairs and where no other obvious problem arises. It eventually

transpired that water had escaped via failed seals and had caused the smell and the rotted wood. As this wasn't a drainage/plumbing issue, repairs weren't covered under the policy.

I've no reason to doubt that what Mr J says is correct and that he told British Gas about the odour on each visit. However, I note that in August 2024, the specific issue which was reported was to do with a blocked toilet, and I don't consider that it was reasonable to expect British Gas to look elsewhere on this occasion. Mr J candidly stated that he thought that the odour was to do with this issue too. In December 2024, the specific issue which was reported was to do with the flushing mechanism. It wouldn't have been unreasonable to believe that this may have been related to the odour, and some time elapsed before Mr J again contacted British Gas to make it clear that the odour remained.

I appreciate that British Gas engineers had attended several times between August 2024 and April 2025. This will have meant that Mr and/or Mrs J would have been inconvenienced and meant that they needed to take time off work to accommodate these visits, however I can't say that these were unnecessary visits. Most were to do with reported problems and ultimately led to a fix for these problems. Whilst the engineer who attended in March 2025 may not have resolved the issue, he reasonably shared his thoughts as to the possible causes of the on-going odour which then rapidly led to the correct diagnosis of the problem.

In summary, it's unfortunately the case that issues such as bathroom odours often require resolution through a process of elimination. As there were reported and actual issues at the property in relation to the toilet, it would have been reasonable to consider that these caused the odour. In addition, the problem was sporadic and intermittent and so more difficult to diagnose. I therefore can't say that British Gas's actions were unfair or unreasonable, or that they caused delayed diagnosis of the cause of the odour.

Mr J has also mentioned other concerns, such as not being provided with documentation recording the visits. He also stated that the attempts at mending the flush issue on the toilet hadn't been successful at first attempt or were *'botched'*. He said that the inlet valve issue took two visits to identify, and that the cistern hadn't been fully topped up by the attending plumber, causing further flush problems. I also accept what Mr J says that there was indeed silicone present, albeit covered by tape, however this doesn't alter the overall outcome. In the circumstances, whilst I'd expect British Gas to take these concerns on board, I consider that all visits comprised of fair and reasonable efforts to resolve the reported issues, and I don't consider that additional compensation is required in this respect.

Finally, with regard to the conduct of one of British Gas's agents, I appreciate that Mr J felt that the bath panel was only removed because of his persistence, as the agent considered that the appointment was to resolve an issue with the toilet. The reported behaviour was raised internally and whilst British Gas said that it was a case of the customer's word against the word of its agent, it nevertheless apologised and awarded compensation of £50 to Mr J. I consider that this was fair and reasonable and in line with what we would expect to be paid in such circumstances. I appreciate that Mr J was also made to feel that *'all of the plumbers who attended appeared intent on getting in and out as soon as possible, which did not present a good work ethic or sufficient customer service'* and he felt that the customer service had been *'disgusting'*. Again, I'd expect British Gas to take this feedback on board, however I can't say that there is evidence of any conduct that merits the award of a further sum of compensation to be paid.

I appreciate that this decision will come as a great disappointment to Mr J. He feels very strongly that British Gas hasn't provided a fair and reasonable service. I can also see that he's spent a great deal of time and effort in setting out his complaint. I'm grateful to him for setting out this complaint clearly, concisely and for making candid concessions where appropriate. However, I'm satisfied that, on the basis of the available evidence, that this

decision provides a fair and reasonable outcome to Mr J's complaint.

My final decision

For the reasons given above, I don't uphold Mr J's complaint, and I don't require British Gas Insurance Limited to do any more in response to his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 3 January 2026.

Claire Jones
Ombudsman