

The complaint

Mr H has complained about the way British Gas Insurance Limited handled a claim under his home emergency insurance policy.

References in this decision to British Gas include its agents.

What happened

Mr H made a claim to British Gas for a blockage in a toilet in his tenanted property. British Gas sent an engineer who cleared the blockage on 13 September 2024. The engineer noted that there was a leak in the toilet.

British Gas sent another engineer on 24 September to repair the leak. He said the leak was due to the pump in the toilet's macerator not working properly. He also said this wasn't covered by Mr H's policy.

On 25 November Mr H complained to British Gas that on a previous visit one of its contractors had damaged the toilet and caused a leak. He said the toilet no longer flushed.

British Gas sent an engineer back to the property to investigate the issue on 12 December. They carried out a temporary repair to the toilet pan connector. They reported that the macerator was still leaking and needed to be replaced or repaired.

Mr H complained to British Gas that one of its contractors had broken his macerator. He also said that they had caused the system to overflow, damaging a carpet.

British Gas didn't accept that its contractor had damaged the macerator. But it offered to send someone back to the property to clean the carpet. It also offered £100 compensation for the delay in attending between 13 and 24 September.

Mr H brought his complaint to our service. Our Investigator didn't uphold it. She didn't think there was sufficient evidence to show British Gas's engineer had damaged the macerator. She also didn't think British Gas had treated Mr H unfairly.

As Mr H didn't agree, the matter has been referred 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.

Although I have summarised the history of this complaint and the positions taken by the parties, I would like to reassure both of them that I have considered everything in its entirety. This is an informal service and my role isn't to comment on every point made but to consider the crux of the complaint. Having done so, I'm not going to uphold it. I'll explain why.

Mr H's policy includes cover for blockages amongst other things. But the policy excludes cover for sanitary ware and macerators. So I'm satisfied that British Gas has no contractual responsibility for repairing Mr H's macerator. However, if it's more likely than not that British Gas caused damage to Mr H's system, then it would be only fair for it to repair it.

I think the first thing to note is that according to British Gas there was already a leak on 13 September when the first engineer attended to clear a blockage in the toilet pan. He reported:

"Arrived on site to release blockage in downstairs toilet. Blockage cleared by [pressure cleaner]. Once cleared I flushed again and the back [of] the toilet was leaking. Advised tenant to speak to ...plumbing to remove toilet to fix leak."

On the second visit it was found that the toilet had a macerator. My understanding is that this is a unit which breaks up and pumps waste away through small pipework to a standard drainage pipe. In Mr H's property the macerator was located behind a wall in the garage. As the first engineer didn't go into the garage, he had no reason to believe that the leak wouldn't be covered by Mr H's policy.

The second engineer said the leak was coming from the macerator. He thought the pump wasn't working properly and not pumping all the waste away. He said that was causing the tank to fill and the unit to leak when the toilet was flushed.

On the final visit in December an engineer reconnected a disconnected pan connector. British Gas said it stopped the leak from the connector but that didn't solve the problem with the pump which was causing a separate leak.

Mr H believes that the engineer's unblocking method could have dislodged the macerator tank by him using forceful plunging or unblocking techniques. British Gas argues that this would be unlikely as the engineer only applied pressure within the toilet pan using a standard, non-damaging method and the macerator tank was on the other side of a wall.

Mr H said that the toilet no longer flushed after the second engineer's visit on 24 September and has produced evidence from the tenant to confirm this. He thinks the macerator should have been inspected at that time. But as the macerator wasn't covered by Mr H's policy and there was nothing to suggest that it had been damaged by the first engineer, I can understand why the second engineer didn't look into it.

I note that over two months had passed before Mr H contacted British Gas alleging that its engineer had damaged his macerator. I find it a little surprising that this wasn't raised sooner.

This is a finely balanced case but overall I haven't seen sufficient evidence to conclude that British Gas is more likely than not responsible for the damage to the macerator. The main evidence in support of Mr H's position is the statement from his tenant as opposed to, say, a report from an independent engineer. I have borne in mind that the reports from British Gas's engineers are not independent evidence as Mr H has pointed out but on the other hand they are the only expert evidence I have, so I have to place some weight upon them. The first engineer noted there was a leak but didn't investigate it as he was just there to clear the blockage. The other two engineers were in agreement that a faulty pump in the macerator was causing a leak. It seems to me that this explanation is more likely than the macerator having been damaged by unblocking the pan on the other side of a wall.

British Gas offered to clean the carpet which was affected by the leak. I think this was reasonable but it doesn't follow that its engineer also damaged the macerator.

I also think British Gas's offer of £100 compensation for the delay between the first two appointments was fair and in line with what I would have awarded had no such offer been made. I'm sorry to disappoint Mr H but I don't think British Gas needs to do any more than what it has already offered.

My final decision

For the reasons given above I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 10 March 2026.

Elizabeth Grant
Ombudsman