

## **complaint**

Mrs P complains that British Gas Insurance Limited (British Gas) caused damage to her home when it attended her property.

## **background**

In January 2018 Mrs P contacted British Gas because the bathroom toilet wasn't flushing. A plumber appointed by British Gas attended Mrs P's home, and said they thought a blockage was the cause of the problem. So, a drainage expert attended the property on the same day and unblocked the toilet. This solved the problem.

Later in 2018 Mrs P said she noticed that her bathroom floor was swelling and that there was water damage appearing within her kitchen. So, she contacted British Gas about this. It attended and let her know there was water escaping from the toilet because of a leak on the flushing cone. Mrs P said the British Gas engineer attending on that occasion told her the damage must have been caused by the engineers that attended earlier in the year to unblock the toilet. Mrs P said she also felt this was the case.

Mrs P made a claim under her home insurance policy for the damage caused by the water leak. Her home insurer covered some of the loss. But Mrs P said her home insurance policy had an excess she had needed to pay, and her insurer wasn't covering all of the repairs the property needed. So, Mrs P felt British Gas should reimburse her with these funds, as well as pay her some compensation for the trouble and upset she had suffered as a result of British Gas causing this leak.

British Gas said it didn't cause the water leak at Mrs P's property, or the resultant water damage. It said it hadn't touched the area in which the leak had come from when it attended Mrs P's property before. So, it didn't accept that it should pay anything to Mrs P. But it offered Mrs P an amount of £200 compensation as a gesture of goodwill for some problems caused by some emails.

Our investigator didn't think this complaint should be upheld. He said when British Gas attended Mrs P's property in January 2018 the plumber had only checked the components within the toilet cistern to check these were working, and pressed the flush to check whether the toilet was flushing. And the drainage expert had used rods to unblock the toilet.

He said the evidence suggested British Gas wouldn't have needed to go behind the toilet during these visits, so it's unlikely it caused the leak on the flushing cone, and it wouldn't have noticed a problem in this area.

Mrs P didn't agree. She said the toilet had been fitted in 2013, so was quite new. And she said there was no other explanation for the damage – other than British Gas having caused it. Mrs P said one of the contractors assisting with her home insurance claim had said the damage was caused by British Gas. And that the British Gas engineer had looked behind the boxing when they visited in January 2018.

Because Mrs P didn't agree this complaint has been referred to me to decide.

## My findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I've decided not to uphold it. I've explained why below.

Mrs P's home emergency policy provides her with cover to repair certain parts of the home, such as for plumbing and drainage. So, when British Gas attended in January 2018 it was dealing with the Mrs P's claim under the cover she had purchased with it. But, Mrs P has said that whilst British Gas was attending, it damaged some plumbing at her home – leading to a leak that damaged her property.

Mrs P's policy doesn't cover her for damage caused to her home by a leak. So, there isn't any cover under her home emergency policy for this type of loss. But, where Mrs P has said British Gas caused damaged in the course of its work I need to consider whether it is most likely it caused this damage, and therefore should be reimbursing Mrs P for her loss.

I've thought carefully about this. And I don't think it's most likely that British Gas caused the damage to the flushing cone – based on the evidence I've seen. So I don't require it to pay anything to Mrs P.

British Gas said the damaged flushing cone was concealed behind some units in the bathroom. It noted its engineers didn't enter the concealed unit to complete their work when they visited in January 2018. It said the reported damage in January 2018 was that the toilet wasn't flushing properly. So, the engineers wouldn't *'have had caused to dismantle the toilet.'* It said instead it tested the *'flush and fill'* components inside the toilet, and tested the button which operated the flush valve. And on noting the damage was a partial blockage, a drainage engineer was called to deal with the blockage.

I've reviewed the visit notes completed by British Gas when it attended Mrs P's property in January 2018. And the notes are consistent with the information British Gas has given about the works carried out. The notes completed by the first engineer said they *'checked flush was ok and components work fine rang for drainage engineer to rod toilet as sometimes fills up.'* The drainage engineer who came the same day then made notes that explained *'toilet filling up when flushed, needs rodding, called in by plumber.'*

Given that both the above information and site notes suggest no work was completed behind the toilet or near the flushing cone I'm persuaded that it's unlikely British Gas caused the damage to it. And I wouldn't have expected it to notice a leak behind the toilet at this time, if it was present, because it wasn't carrying out work behind the concealed units.

Mrs P said that the damage must have been caused by British Gas because there was no other explanation for the loss – and she felt the timing of the damage was consistent with British Gas causing damage some months before. But I haven't seen any firm evidence from Mrs P to show British Gas were the cause of this leak. Mrs P has said her home insurer noted British Gas must have caused the damage. But I haven't seen any information from the insurer to show that this was its findings – or to explain why it considers that to be the case.

Mrs P provided a photograph of her toilet, showing the plumbing for the toilet was concealed, and noting that because the toilet is a closed unit it must have been damaged as a result of interference. Having looked at the photo I understand the plumbing is closed within some units. But, as I don't think it's likely British Gas completed work behind the units, I'm satisfied this doesn't change the outcome of the complaint.

British Gas offered Mrs P an amount of £200 compensation for problems caused by some emails. Mrs P has said she is satisfied with the compensation she has received in this regard, and doesn't need this to be looked into. So, I haven't considered this as part of the complaint. And therefore I don't require British Gas to do anything more here.

### **my final decision**

Given the above, my final decision is that I don't uphold this complaint. So, I don't require British Gas Insurance Limited to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 12 October 2019.

Rachel Woods  
**ombudsman**