

## **complaint**

Mr and Mrs W complain that British Gas Insurance Limited (BG), when replacing a cracked toilet pedestal, fitted a replacement that left damage.

All references to BG include its agents.

I've previously issued a provisional decision in relation to this complaint. Neither BG nor Mr and Mrs W have provided me with any further information, so I'm going to confirm my provisional decision.

## **background**

In November 2017 Mr and Mrs W had a problem with their upstairs toilet and called BG to fix it under their BG home emergency policy.

An engineer from one of BG's contractors attended and replaced the syphon but after he'd left Mr and Mrs W noticed a leak from the cistern, so they called BG back. In the meantime, Mr and Mrs W also noticed a hairline crack in the rim of the toilet bowl. A second BG engineer came the next day to fix the cistern leak, and the crack was pointed out to him.

After the second engineer had left, Mr W found he couldn't operate the flush as it was too tight, so he again contacted BG who sent a third engineer who came the same day. The crack in the toilet bowl was pointed out to him as well and he said he'd report it.

Nothing was done about this crack for some 6 months as Mr W had some health issues, but when Mr W raised the matter again with BG, it referred him to its contractor. BG's contractor stated that it was aware of the crack but disputed that it was responsible for it. It did however offer to install a new toilet and cistern if Mr and Mrs W purchased them.

Mr and Mrs W were offended that BG's contractor was denying responsibility for the crack and contacted BG.

BG pointed out that it wasn't possible to prove whether or not its contractor was responsible for the crack. But it did accept that Mr and Mrs W had been caused inconvenience whilst dealing with health issues, so it offered to replace the toilet bowl and cistern. It says it offered to replace them as a gesture of goodwill. Mr and Mrs W say that they were told that they would be replaced with styles as close as possible to the originals.

The toilet and cistern BG supplied and fitted were both smaller than the originals. The new toilet left untiled floorboards exposed, and the new cistern left undecorated wall exposed behind it. Mr and Mrs W say that they are faced with substantial remediation costs to replace floor tiles and redecorate the wall. Mr and Mrs W say they would prefer to have a replacement toilet that fits as closely as possible the shape of the original that had to be replaced, or else that BG retile the bathroom floor and redecorate the bathroom wall.

BG's final response was that as the replacement toilet and cistern were supplied and installed as a gesture of goodwill because liability couldn't be proved, it couldn't agree that a new toilet and cistern should be installed, nor could it carry out any further repairs to replace floor tiles. It said that if Mr and Mrs W wished to buy another unit that would cover the untiled floor space, it could arrange for this to be fitted.

Mr and Mrs W didn't accept BG's offer and referred their complaint to this service. Our investigator's opinion was that a fair outcome in the circumstances of unclear liability would be for Mr and Mrs W to find a toilet and cistern that were a close match for the original ones, and that BG pay half of the cost of these, and fit them.

Mr and Mrs W don't agree with the view of our investigator. They believe that even if they were able to find a toilet similar to the one that was replaced, there is now tile damage behind the toilet caused by the fitting of the less deep replacement toilet and they think BG should repair this. Their complaint has been passed to me to make a final decision.

### **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I'm going to uphold Mr and Mrs W's complaint and I'll explain why.

I appreciate that there's no evidence as to who or what was responsible for the crack in the rim of the original toilet and that BG offered to replace the toilet and cistern as a goodwill gesture. But having seen photographs of the new toilet and cistern in place, I think these are very unsatisfactory as replacements. I don't think that just because something is a goodwill gesture it's acceptable for it to be inferior or for damage to be left that needs to be repaired. The fitting of the replacement toilet and cistern very clearly left damage which probably wouldn't have been caused if ones of similar shape to the originals had been chosen by BG. It's left Mr and Mrs W with not just an unsightly but also a dangerous toilet area as the broken tiles are likely to be sharp.

I don't think it's fair or reasonable for BG to have left Mr and Mrs W in this position. And according to Mr and Mrs W, by fitting a different style of toilet that sits closer to the wall, further tiles had to be removed at the rear of the toilet. The effect of this is that even if a new toilet were now to be installed that matched the original, there would now be tiles missing at the rear of the toilet that would have to be replaced. Mr and Mrs W have told me that it isn't possible to find replacement tiles that will match, so the whole floor, about 31square feet, will have to be retiled.

I think that rather than removing the new toilet only to replace it with another one which will still require tiling to be done, the fair and reasonable outcome would be for the new toilet and cistern to remain in place and for me to require BG to retile the floor and to make good the wall. I've suggested this to Mr and Mrs W and they would consider this to be an acceptable outcome.

I consider that a newly tiled floor will also compensate Mr and Mrs W for the inconvenience and upset of having to put up with a damaged and potentially dangerous floor for some time.

### **my final decision**

For the reasons I've given above, I uphold Mr and Mrs W's complaint, and require British Gas Insurance Limited to arrange for Mr and Mrs W's toilet floor to be retiled with tiles of a similar standard and price which have been selected or approved by Mr and Mrs W, and for the area around the cistern to be made good, within two months from the date of this decision.

I shall leave it up to BG and Mr and Mrs W to agree as to whether Mr and Mrs W have this work undertaken themselves and be reimbursed by BG for the cost of this, or whether BG wishes to undertake this work through its own contractors.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs W to accept or reject my decision before 22 March 2019.

Nigel Bremner  
**ombudsman**