

## The complaint

Mr R complains about how British Gas Insurance Limited (British Gas) dealt with a claim under his home emergency policy when he had problems with a leaking cistern.

References to British Gas in this decision include their agents who provide services under the policy.

This decision covers Mr R's complaint to this Service in February 2024, about damage he says was caused by British Gas when an engineer (D) attended to fix a leaking toilet cistern. It doesn't cover other concerns Mr R had with British Gas about the service provided in response to other issues at his property, which weren't part of his complaint to this Service.

## What happened

Mr R had a home emergency policy with British Gas, covering his central heating, plumbing and drainage and home electricals. In December 2022, he noticed a drip coming from an inlet pipe running into a toilet cistern. He closed the turn off valve and contacted British Gas, who sent an engineer (D) to investigate.

Mr R said it took some time for D to work on the cistern, and he appeared to be replacing a section of the inlet pipe (British Gas said D replaced a fill valve and fibre washer). After he left, Mr R noticed water in the downstairs toilet, coming through the ceiling light. The water had come from the toilet cistern on the floor above which D had worked on.

Mr R contacted British Gas in December 2023 to complain about what happened, saying D caused the water to flow out of the toilet cistern, through the ceiling on the floor below. Mr R said D should have drained the cistern before working on it. He sent photographs of the damage he said was caused.

British Gas treated Mr R's concerns as a complaint, but they didn't uphold it. In their final response, issued in February 2024, they referred to a lack of evidence the issue was raised to either them or D, either at the time of the visit or subsequently. They said Mr R contacted them in December 2023 to discuss the renewal price of his policy, when he mentioned the damage to the ceiling he said D caused when fixing the cistern in December 2022. However, British Gas acknowledged there had been some miscommunication between them, D and Mr R during the course of investigating the complaint, offering £100 compensation.

Unhappy at British Gas's response, Mr R complained to this Service. He said D caused the leak that damaged the ceiling on the floor below. He had been concerned at the impact of the leak on the electrics (the water had flowed through the ceiling light fitting) and he had been stressed by the situation. He wanted compensation for the damage he said was caused by D and for the stress he'd suffered.

Our investigator didn't uphold Mr R's complaint, concluding they weren't persuaded there was sufficient evidence to show British Gas had been negligent and caused the leak Mr R said damaged his property. The photographs provided by Mr R showed

staining around the light fitting, but the timing and cause weren't conclusive. Nor had Mr R provided third party evidence to support his claims. While Mr R said he noticed the damage immediately after the engineer left, he didn't raise the issue with British Gas until nearly a year later. Had Mr R raised the issue at the time, British Gas could have investigated sooner.

Mr R disagreed with the investigator's view and requested that an ombudsman review the complaint. He said the damage from the water flowing out of the cistern wouldn't have been apparent around the base of the cistern as the pipe from the cistern through which the water would have flowed out went through a tiled shelf and so wouldn't have been visible. The water would have flowed directly down through the ceiling of the toilet below, which his photographs clearly showed. British Gas wrongly said a fibre washer had been changed when it hadn't.

And a decision from this Service on another complaint raised by a relation of Mr R indicated the need to drain water from a cylinder tank (and by analogy, a toilet cistern) before repairs were carried out. Mr R also referred to another decision by this Service about a complaint regarding a replacement boiler fitted by British Gas and to a previous issue with the cistern and British Gas's handling of the issue.

Mr R also provided a statement from a plumber who attended Mr R's property in August 2024. The statement concluded the reason for the damage observed on the toilet ceiling below the cistern was due to D not draining the cistern before the repair. This allowed water to flow directly down the hole in the cistern around the inlet pipe and onto the ceiling below. In the engineer's view, D hadn't followed the correct procedure when repairing the cistern.

### **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.

My role here to decide whether British Gas has acted fairly towards Mr R.

The key issue in Mr R's complaint is he maintains British Gas (D) caused damage to his property in the course of fixing a leak from a toilet cistern. Mr R says D allowed water from the cistern to drain out during the course of the repair, leaking down through the ceiling light of the toilet below. He maintains the original leak he reported wasn't the source of the damage, as the leak was slight, and he closed the turn off valve to the cistern. British Gas say there is no evidence D caused the damage in the way Mr R describes which he didn't raise with them at the time of the visit or subsequently (including when they made other visits during the following year) until he contacted them in December 2023.

What is clear is that there is a difference of opinion between Mr R and British Gas about what happened. This includes the date Mr R reported the leak from the cistern (Mr R says he reported it before British Gas say he did) and that D fitted a fibre washer as part of fixing the cistern (Mr R maintains this didn't happen).

Mr R says D didn't drain the cistern before disconnecting the bottom water inlet pipe from the cistern (to replace it with a new fitting) which led to the water draining out of the cistern. And then flowed down through the ceiling of the toilet below, affecting the light fitting. Mr R maintains D said fixing the cistern leak would have involved a simple job of changing a fibre 'o ring' washer. But D cross threaded a nut and had to replace it with a new fitting.

I've also considered the report provided by Mr R's plumber in August 2024. The key parts of the report are as follows:

*“...On viewing the area where the leak had occurred, it is quite clear that this happened when the engineer who changed the old float valve for new did not drain the toilet cistern down properly. When he has removed the old float valve the water has come out of the cistern directly over the inlet pipework, going down the side of the pipework and causing damage to the ceiling below.*

*It is quite clear this is the reason for the damage to the ceiling below.”*

As this was new evidence not available to British Gas, our investigator shared it with British Gas and asked them to respond. British Gas shared the report with D for their comments.

D responded to question how an accurate conclusion about what happened could be drawn so long after the event. They added it was possible to replace the float/fill valve without draining down the cistern, as the water would flow through the overflow pipe.

British Gas reiterated their view that had Mr R contacted them at the time he said the damage occurred (when D attended to fix the cistern) they could have assessed the situation accurately. Any damage from water flowing out of the cistern [uncontrollably] would have been immediately apparent. So, they maintained their view there wasn't evidence to show damage occurred as a consequence of D's actions.

I've thought carefully about both views, including the evidence and information available. As Mr R says the damage was the result of the actions of D in fixing the cistern, I think the onus is on him to show that can reasonably be concluded to be the case. However, I'm not persuaded this is the case here. As well as the differences of opinion between Mr R (and his engineer) and British Gas and D, I'm not persuaded that had the damage occurred in the way Mr R maintains it did, it wouldn't have been immediately obvious.

Had that been the case, I would have expected Mr R to have raised it at the time (or shortly afterwards). It's not clear to me why Mr R didn't do so, until he contacted British Gas nearly a year later. At which point, it would have been very difficult to determine with any certainty what had happened, and the extent of any damage caused/ Given these circumstances, I can't reasonably hold British Gas responsible for what may have happened at the time. So, I can't reasonably ask them to take any further action.

I appreciate Mr R has raised several other cases and points concerning the actions of British Gas regarding other issues at his property and how they have dealt with them. I also recognise how strongly Mr R feels in this respect. However, I have to reach a decision on a complaint based on an objective and independent assessment of the evidence and information relevant to that complaint – I can't reach conclusions based on events and other cases, to do so would amount to a presumption that British Gas acted unfairly and unreasonably in this case.

I've also considered British Gas's offer of £100 compensation to Mr R for the acknowledged miscommunication between them, D and Mr R during the course of investigating his complaint to them. While complaints handling isn't a regulated activity that falls within the remit of this Service (unless it has a direct bearing on the complaint made to this Service) given the circumstances of the case, I don't consider the offer to be unreasonable. Taking these conclusions together, I've concluded British Gas haven't acted unfairly towards Mr R, so I won't be asking them to take any further action.

### **My final decision**

For the reasons set out above, my final decision is that I don't uphold Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 12 September 2024.

Paul King  
**Ombudsman**