

The complaint

Mr A is unhappy with British Gas Insurance Limited's response following a broken bathroom sink caused by one of its contractors.

All references to British Gas include its appointed agents.

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead I'll focus on giving the reasons for my decision.

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.

Having done so, I agree with the conclusions reached by the investigator and for these reasons:

- On the evidence, I am not persuaded that replacing the sink with one of a different colour or attempting a repair of the sink were viable solutions. I say this because Mr A's bathroom suite was of one matching colour, so I can understand his reluctance to accept a sink of a different colour which would clearly have looked out of place. I've also seen British Gas' internal notes and photographs of the damaged sink, which clearly state "*the sink is cracked all the way round*". So it was clear there were doubts in the early stages whether the sink could have even been repaired given the level of damage. Mr A says an engineer attended the property and told him the damage was too great to repair. British Gas' notes support this conversation, which meant in Mr A's eyes a replacement sink was the only realistic option left to him. So I don't think Mr A acted unreasonably here.
- I don't think British Gas has fully taken into account Mr A and his wife's disabilities when looking to resolve this issue. British Gas has said Mr and Mrs A could have used the bath or kitchen taps whilst waiting for the replacement sink. Mr A has explained in his testimony that he and his wife are both disabled and are unable to lean over to use the bath taps as they are too low down. Mr A says that instead he and his wife were required to assist each other to the kitchen tap each time they wanted to wash their hands. I think this would have been a difficult situation for them, and British Gas should have been more sensitive to their circumstances here.
- I haven't seen any evidence to explain why it took a number of weeks to source a replacement sink, apart from the fact it was an older suite. Mr A was originally told it would take around eight weeks to source a new sink, given the bathroom suite was around 30 years old. But around four weeks later British Gas told Mr A they could now source the sink in 2-3 days. Again, I've not seen any evidence to indicate how the sink suddenly became available at short notice, or why this could not have been prioritised earlier given the lack of a viable alternative solution.

- As such, whilst I acknowledge British Gas did work to find an acceptable solution for Mr A, I don't think it was sensitive enough to Mr A's vulnerability, and the inconvenience caused to him by being without a bathroom sink for a number of weeks. So having reviewed everything, I think a payment of £250 for the distress and inconvenience caused here would be reasonable. I also think Mr A should be compensated for the phone calls he made and find £30 a reasonable amount for this.

For these reasons, I uphold this complaint.

My final decision

My final decision is that this complaint should be upheld. In order to resolve Mr A's complaint, British Gas Insurance Limited should:

- Pay Mr A £280 total compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 28 August 2020.

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Dan Preveet
Ombudsman