

The complaint

Ms C is unhappy that British Gas Insurance Limited (BG) cut her handbasin tap in half and replaced it with a different type when it responded to her claim under her home emergency policy.

What happened

Ms C claimed under her plumbing home emergency cover because the hot water tap on her bathroom handbasin had a persistent drip. BG investigated the fault and ordered new parts to fix the drip. Several appointments didn't go ahead, but BG did replace the tap. However, Ms C was unhappy with the replacement because it wasn't the same type of tap. Ms C complained to BG, but it said it had replaced the tap with a standard type in line with the terms of the policy.

Our investigator didn't think BG had done anything wrong. He agreed that BG had replaced the tap in line with the policy terms and conditions which only required it to fit standard replacement parts.

Ms C didn't agree. She wanted BG to replace all taps in her bathroom so that they matched, and she asked for compensation of £420 for the inconvenience of the missed or wasted appointments.

I issued a provisional decision in November 2021 explaining that I was intending to uphold Ms C's complaint. Here's what I said:

Firstly, I must explain that Ms C experienced leaks from her bathroom plumbing after the repair and made a further claim under her policy. This matter is being dealt with separately, so I won't address it here and any action I provisionally decide upon is not in consideration of the leak.

Ms C has complained about the following key issues:

- *poor workmanship*
- *failure to fit a tap in line with the policy*
- *poor claim handling*

The policy provides for the following:

What's covered

- *All repairs to the plumbing system on your property including:*
 - *Your hot and cold water pipes between your internal stopcock up to, and including your taps and garden taps and the flexible pipes to your kitchen appliances*
 - *A replacement of parts that we can't repair. We will replace a pair of taps to a single item of sanitary ware where only one can't be repaired*

Replacement parts

We'll try to get parts from the original manufacturer or our approved suppliers. We'll try to provide replacements with similar functionality but not necessarily the same features or an identical make and model or type of fitting. For example, we may replace a specific design of tap with a standard one from our range or replace electrical fittings with our nearest white, brass or chrome version. Or you can give the engineer a replacement part that you've bought yourself, that we approve, but we'll only accept responsibility for our workmanship.

I'm satisfied that BG's policy terms are clear, so I've thought about what Ms C could've expected BG to do in line with the policy. During the first appointment it should've assessed the repair needed and then attended the second appointment with the appropriate equipment and replacement taps. BG should've replaced the taps with a pair having similar functionality, albeit at a standard level. This should've been done without avoidable delays.

So, I've gone on to look at what actually happened to decide whether BG handled the claim fairly and in line with the policy.

Poor workmanship

Ms C says special arrangements were made to remove the sink so that the tap could be removed without damaging it. BG has no record of this, but I have no reason to doubt that Ms C understood that was the arrangement. BG ordered parts and, during the next appointment, it cut her hot water tap off the sink. I can understand that Ms C would've been upset by this because she thought her taps wouldn't be damaged. So, I've looked at the job sheet to see why BG cut the tap:

Basin Hot Tap Loose Rusty Back Nut, cannot Save Tap As Tried To Undo But Not Moving, Cannot Use Multi Tool As No Space As Basin Taps Are Deep Inside The Sink. only Way To Resolve Problem Is By Cutting Tap Off From Top. cut Tap Off Replaced With New Hot Tap And Flexi, Sent Pictures To Parts Team To Find Same Tap To Replace Again. [sic]

Based on this description, and the supporting photos which show the rust described, I'm satisfied that BG removed the tap because it considered it necessary. However, what isn't clear is why BG didn't have the taps the original plumber ordered for this appointment if the intention was to cut the tap off, rather than remove the sink as Ms C described. The job sheet confirms the tap used was "Van Stock", indicating that the plumber hadn't arrived prepared to cut Ms C's tap from the sink.

I'm satisfied BG completed the repair it considered necessary at the time, whether or not it had previously agreed to remove the sink first. But there has clearly been some confusion here and I don't think BG handled this part of the claim reasonably. I've considered this as part of the overall compensation.

Failure to fit a tap in line with the policy

Ms C is unhappy with the type of tap BG fitted. The policy explains how BG will complete a repair or replacement, as quoted earlier. But I think there's been some confusion about what is meant by "standard" and, in particular, the difference between "functionality" and "features". Looking at the photos, I can see that BG replaced the tap with a different type. Ms C had a ¼ turn tap - a lever type handle which is pushed to the side - whereas BG fitted a round head tap, which must be gripped and twisted round. So, for several months Ms C had hot and cold taps which didn't match. While that might seem to be a minor point because both taps worked, I don't think it is. That's because my understanding of the terms is that BG

would replace with a standard tap of the same functionality. The functionality here is not just that it allowed water to flow but also the way that the tap opened. That was important to Ms C because of her inability to grip and twist a round head tap. I think the reference to features is more about design, and the way it looks, rather than how it works.

Further, the policy clearly states:

We will replace a pair of taps to a single item of sanitary ware where only one can't be repaired

BG only replaced one tap so, at this point, I don't think BG had completed the replacement in line with the policy. However, I note that the job sheet says, "Sent Pictures To Parts Team To Find Same Tap To Replace Again". This tells me BG intended to replace the taps on a like-for-like basis in terms of functionality, but also reaffirms my previous point that it hadn't arrived prepared to do so. BG had already investigated the fault and ordered taps, so it's not clear why it hadn't ordered taps with the same functionality or why it hadn't replaced the pair of taps in line with the policy.

In turn, I think this confusion about what was meant by standard led to Ms C's refusal to allow BG to replace the tap with another standard one. BG sent a photo of the like-for-like replacement it found. But the plumber had already told Ms C that a like-for-like replacement would be chargeable, so, I can see why she didn't accept its offer and eventually bought her own replacement taps.

For these reasons, I don't think BG replaced Ms C's tap in line with the policy.

Poor claim handling

Ms C says BG failed to return her calls and it didn't handle her claim properly. I've looked at the claim notes and it appears that Ms C asked BG not to call her. So, I can't fairly say it was wrong to email rather than call. The records show that BG sent Ms C a photo of the replacement pair of taps but there's no record of a response from her. After a while, with no response from Ms C to its emails, BG closed the claim. I don't think that was unreasonable.

However, having looked at the overall claim, I can see that there was some considerable confusion around whether BG would charge to replace the pair of taps with the same functionality as those Ms C had originally. BG's plumber said it would be chargeable because they weren't standard but, as I've said, I don't think that's an accurate reflection of the terms. So, I can see why Ms C wasn't happy with BG's offer, and why she might not have responded to BG's emails about the taps it did find. They were the same functionality as hers, but on the understanding she'd have to pay for them it's reasonable that she'd refuse to let BG fit them. So, while BG might've been prevented from completing the final replacement of the pair of taps, I think that was at least in part due to its failure to properly explain to Ms C what was chargeable and what wasn't.

In the end, Ms C provided her own taps and BG fitted them. I think that's reasonable in response to Ms C's preference for a particular design and to have taps matching the rest of the sanitaryware. But if BG had handled the claim reasonably, in line with the policy, I don't think Ms C would've had to find her own replacements or have the inconvenience of a tap she found difficult to use for several months.

I haven't seen anywhere in the documents that Ms C made BG aware of her inability to use the round head tap until after she'd first raised her complaint. So, I don't necessarily think BG would've known that the ¼ turn function was important to her. That said, when Ms C did make BG aware of her need, I can't see that it tried to discuss this with her. Overall, it was

nine months from the first replacement to the final replacement and I think BG was responsible, at least in part, for some of this avoidable delay.

Putting matters right

As BG fitted the replacement taps Ms C supplied, she is back in the position she was in before the complaint started, so there's nothing left for BG to put right in a practical sense. I also see that BG fitted the replacement taps free of charge which is in line with the terms of the policy. However, for the reasons I've given, I don't think BG handled the overall claim reasonably or fairly. It didn't supply the replacement taps or fit them in line with the policy, albeit because Ms C refused some attempts, but her refusal was understandable given the confusion about charging. I accept this matter caused Ms C inconvenience because of the time it took to resolve, and she has already said that she experienced difficulty using the tap because of her health issues. So, I've provisionally decided that BG should compensate Ms C £250 for the distress and inconvenience caused, and for not taking into consideration her overall circumstances once she made it aware of them.

I said I was minded to require British Gas Insurance Limited to:

pay Ms C £250 compensation for the distress and inconvenience caused, and the impact this matter had on her ability to use her hot water tap for nine months.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

BG accepted my findings.

Ms C clarified why she asked BG to communicate by email rather than phone. She said it was because BG didn't return her calls so she thought it would be more suitable. Ms C also said BG missed many appointments. She'd like compensation for each missed appointment.

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.

I've considered Ms C's further comments, but I'm not persuaded to increase the award. That's because I took into consideration the service shortfalls when reaching my provisional decision. I haven't listed the dates or exact circumstances of the appointments as Ms C has but, overall, I'm satisfied that the compensation of £250 is fair in the circumstances and in line with awards we'd typically make in similar circumstances. I won't be asking BG to increase the award.

My final decision

For the reasons I've explained above, and in my provisional decision, I uphold Ms C's complaint. British Gas Insurance Limited must:

- pay Ms C £250 compensation for the distress and inconvenience caused, and the impact this matter had on her ability to use her hot water tap for nine months.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 13 January 2022.

Debra Vaughan
Ombudsman