

## **The complaint**

Mr and Mrs P complain that British Gas Insurance Limited (British Gas) failed to identify and resolve plumbing issues as soon as they should have and caused them additional costs, distress and inconvenience.

## **What happened**

Mr and Mrs P held a British Gas Homecare Three Plan for a property they rent out. It covered repairs to the plumbing and drainage.

In May 2020 Mr and Mrs P contacted British Gas under their policy to report a damp patch in the downstairs toilet.

An engineer visited the property but was unable to locate the source of the leak. While he was there, he did replace the washing machine valve and hose as there was a leak from the hot water outlet on the washing machine.

A further call out was booked for 1 August 2020 to look at several issues - a leak from the upstairs shower, a blocked kitchen mixer tap, and a leak in the downstairs toilet from the cistern. The engineer replaced the kitchen taps, tightened the flush pipe in the downstairs toilet and was satisfied it was resolved, and checked the upstairs shower. He wasn't able to find a leak in the shower pipes or trap. He told the tenant to monitor this.

On 13 August 2020 an engineer attended as Mr and Mrs P had reported a leak from the upstairs from the toilet cistern damaging the floor and low water pressure in the downstairs toilet. The engineer identified a leak in the upstairs toilet but was unable to repair it without permission from Mr and Mrs P as he needed to cut through some wooden panels to access the cistern. He advised the tenant to use the downstairs toilet. Permission was given by Mr and Mrs P and the engineer completed the repair on 27 August 2020. It was tested and was no longer leaking.

Mr and Mrs P reported a leak in the downstairs shower on 26 August 2020. The engineer rescheduled the appointment to 2 September 2020. He couldn't find any leaks in the upstairs shower that were attributable to the pipes or trap, but he cleaned up the debris which was restricting the water flow in the downstairs shower. He noted the shower tray seals were shallow.

Mr and Mrs P requested a further visit on 7 September for the downstairs toilet as it wasn't flushing. This appointment was rescheduled, and a senior engineer was requested. He attended on 12 September and reported that the toilet was flushing but the waste wasn't being cleared as the bottom of the toilet was full of scale. The upstairs toilet was also noted not to be flushing and a replacement valve was ordered.

Mr and Mrs P contacted British Gas and advised that they wanted compensation for poor service and to cancel their policy. British Gas advised that the part was on order and they called later that week to advise that they could fit it on 1 October. This visit was not completed as Mr and Mrs P had lost confidence in British Gas.

Mr and Mrs P employed an independent contractor to undertake the repairs, and further repairs were also undertaken in January 2021. The total cost was £754. Mr and Mrs P also say that as a result of British Gas's failure to provide a service, they have had to instruct a letting agent to deal with the property at a further monthly cost, and they have suffered distress and inconvenience, and reputational damage as landlords.

British Gas have reimbursed Mr and Mrs P for all of the repairs and also reimbursed them the cost of the plumbing and drainage part of the insurance policy. This total payment was £880.

One of our investigators has looked into Mr and Mrs P's complaint and he thought British Gas's offer was fair.

Mr and Mrs P disagreed with our investigators view, and so the case has come to me to review.

### **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 am not upholding this complaint, and I will explain why below.

I have reviewed the policy that was in place and the chronology of what happened very carefully. I can understand that it must have been frustrating for Mr and Mrs P to have had a number of visits to deal with the various leak issues that occurred, however, I think whilst the service could have been a bit better at times, British Gas and their agents have tried their best to sort the problems out, and that the refund of £880 provided to Mr and Mrs P is fair and reasonable.

I can see that on each occasion that a call out was made, British Gas did send an engineer within a reasonable time. I can also see that several of the issues were resolved on the first visit including the washing machine valve and pipe, the kitchen mixer taps and the downstairs shower.

With regard to the toilets, after the first visit in May, there was no further report of an issue until August. The engineer attended several times in August and on each occasion, he believed the issue to be resolved, or had ordered parts to repair it. But as the issues reoccurred into September, Mr and Mrs P decided to complain and get their own contractor.

I can understand why they did this as they were conscious that the problem was taking time to resolve, and they have a responsibility to their tenants. However, it doesn't appear that the conditions were unsanitary and British Gas may well have been able to resolve the issue if they had been allowed to complete the job if Mr and Mrs P had not terminated the service.

In terms of the payment made by British Gas, they agreed to pay the invoices for the repairs in both November 2020 and January 2021 totalling £754.

The invoices include the supply and fit of new toilet pans and cisterns, reapplying silicone on the shower cubicles and fixing panels on concealed units.

The terms of the policy state:

“Plumbing

**What's covered**

*All repairs to the plumbing on your property, for example:*

*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.*

**What's not covered :**

*Showers and their parts, shower pumps, sanitary ware, spa baths, seals and grouting”*

So, under the terms of the policy, Mr and Mrs P would not have been eligible to have the toilet pans or cisterns replaced, or their shower silicone replaced.

Therefore, in agreeing to meet the full cost of these invoices, which include items not covered by the policy I consider that British Gas have made a fair and reasonable offer.

In addition, British Gas have refunded Mr and Mrs P the premiums for the plumbing and drainage part of their policy, even though they have received the benefit of some successful repairs such as the replacement of the washing machine hose, and the replacement kitchen mixer tap.

Mr and Mrs P have asked for reimbursement of the managing agent's fees and also for additional compensation for distress and inconvenience. I consider that Mr and Mrs P chose to use a managing agent for their property rather than had to, and the managing agent is responsible for a wide variety of other tasks related to the tenancy, not just the repairs to plumbing and drainage, and so I don't think it is reasonable for British Gas to meet this cost.

I have considered the distress and inconvenience caused, but as British Gas have already paid Mr and Mr P for more repairs than they would have been entitled to under the policy, I don't think they need to pay anything further.

**My final decision**

My decision is that I don't uphold the complaint and British Gas Insurance Limited don't need to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mrs P to accept or reject my decision before 8 February 2022.

Joanne Ward  
**Ombudsman**