

The complaint

Mr B complained about work carried out by British Gas Insurance Limited (“British Gas”) under his home emergency policy and felt his subsequent claim was unfairly declined.

What happened

British Gas visited Mr B’s property twice to fix leaks on his shower. On the first visit British Gas changed a washer on the service tap. On the second visit British Gas got Mr B’s permission to break a tile in the shower so it could access the shower mixture tap, where it was identified the pressure valve was loose / there was a kink in a plastic pipe.

Mr B said that on the first visit to change the washer, British Gas’ engineer would’ve needed to remove the front plate of the shower by removing two screws which were fixed into two plugs held on a back plate. Mr B said the repair was done and the engineer would’ve replaced the front plate by screwing it back into position.

Mr B has said on the second visit the engineer damaged one of the two plugs on the back plate when he broke the tile. Mr B said part of the area was covered by duct tape due to the broken tile, but he said the front plate was replaced where it would’ve been evident the plug was broken.

British Gas said *“as per terms and conditions we do not cover showers or their parts, the repair carried out to the shower plate was attached by silicone before we attended, so we have reinstated as it was however as a gesture of goodwill we will replace the shower plate under your policy. Our Local Office Manager has explained that we cannot source the part as discontinued or find an alternative, therefore, we requested that you source a part and we will reimburse the costs incurred and attend to fit. I have had your complaint reviewed by our Senior Customer Manager, who has advised that we have tried to source the part however as this is discontinued there is nothing further we can do”*.

Mr B would like British Gas to replace the damaged part by finding a replacement part, or alternatively replace the entire shower system.

Our investigator decided not to uphold the complaint. She thought British Gas had been fair in declining the claim as she couldn’t find any evidence that British Gas had caused the damage. She thought British Gas had been reasonable by offering to provide an improvised fix to the broken part as a gesture of goodwill. Mr B disagreed, so the complaint has been referred to an ombudsman.

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 have considered the accounts that Mr B and British Gas have provided to understand what has happened. Mr B said that British Gas damaged part of the back plate when completing its work. British Gas has denied this and said the plate was already damaged and fixed to the wall with mastic. As the two accounts are not the same, it’s difficult for me to decide

based on this. I think the photographic evidence provided is inconclusive as it could be used to support either party's account, so it's effectively one word against the other. This doesn't provide me with evidence as to how the damage occurred. I can consider whether the actions British Gas took were reasonable when it became aware of the issue.

British Gas did try and support Mr B as a gesture of goodwill by replacing the plate but unfortunately it was obsolete. So, as an alternative it provided a fixing kit to attach the plate directly to the wall (using a wall plug rather than a plug attached to the back plate) and it offered to make this repair. However, Mr B didn't think this was a suitable repair, so he didn't want the work carried out. I think British Gas has been fair in trying to help Mr B in this situation. I don't think it would be fair to expect British Gas to replace the whole shower unit when it's not covered by the policy. Therefore, I don't uphold this complaint.

My final decision

My final decision is I don't uphold this complaint, I don't require British Gas Insurance Limited to offer any more than it already has.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 7 March 2022.

Pete Averill
Ombudsman