

The complaint

Miss R complains about British Gas Services Limited's (British Gas) handling of claims she made under her HomeCare policy.

What happened

In June 2020, Miss R found a leak coming through through the kitchen ceiling. British Gas arranged for a plumber to attend and said leak was coming from the bathroom tap. Miss R says her expensive tap removed and taken away but replaced by a cheaper one.

Miss R says the leak continued and British Gas attended again in July 2020. This time their plumber identified a loose shower bowl waste pipe and tightened this. Miss R says the plumber declined to check underneath the bath, despite her asking him to do so. British Gas' notes said Miss R declined the plumbers' offer to carry out an inspection underneath the bath.

Concerned with British Gas' handling of the claim, Miss R asked another company to inspect the bathroom. They said the bathroom waste area needed replacing and fixed this. Miss R asked British Gas to refund her the amount she'd paid to put this right.

In January 2021, Miss R had a replacement water pump fitted, but says she continued to have problems with her shower. British Gas attended and said the water pressure hadn't been set properly.

Miss R complained to British Gas. It sent a final response letter on 14 May 2021. It responded to her concerns about the leaking bathroom tap, shower bowl and the upgraded shower pump. It said the faults weren't related and it didn't consider it was liable for any damage caused. However, it sent Miss R a payment of £524.24. This amount represented the cost charged by a third-party plumber and £50 compensation.

Unhappy with this, Miss R referred her complaint to this service. Our investigator said the terms of the policy meant British Gas wasn't responsible for the damage to Miss R's home. She thought the compensation was fair in the circumstances. As Miss R didn't agree, this case has been passed to me.

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 can understand that for Miss R this has been a source of frustration. She's experienced a number of issues at her home and had believed there was a policy in place to help put things right. I've considered the issue of redecoration first. Miss R says her kitchen was damaged by the leaks. British Gas says the policy doesn't cover any damage. I've considered the policy terms:

"General exclusions...

Any other loss or damage

We're not responsible for any loss of or damage to, or cleaning of property, furniture or fixtures as a result of your boiler, appliance or system breaking or failing unless we caused it. For example damage caused by water leaks..."

Having considered these policy terms, I'm satisfied it's clear British Gas isn't responsible for covering the costs of any decorative works following the leaks. As it's not responsible for the cost of putting this right, I'm not going to ask it to reimburse Miss R any costs she's incurred having the kitchen redecorated.

I'll turn now to the issues in the bathroom. British Gas has agreed to consider a Miss R's claims the silicon seal it applied to the shower bowl was inadequate. It's asked for photos to support Miss R's view. I'm satisfied this is reasonable in the circumstances, as I can't see Miss R has directly contacted British Gas about this issue following the works.

I can understand Miss R's dissatisfaction with the tap British Gas fitted. She says it's of a lower quality than the tap in place when she called them out. However, under the policy terms British Gas isn't required to replace the tap on a like-for-like basis. The policy terms require it to provide "*replacements with similar functionality but not necessarily the same features...*". I'm satisfied the replacement tap met this requirement, in line with the policy terms. It follows, I'm not going to require British Gas to make a payment here.

I can see the waste area under the bath is a point of contradiction here. Miss R says she agreed for this to be accessed, British Gas said she didn't. I'm mindful Miss R subsequently arranged for repairs to be carried out, so I don't see why she wouldn't have accepted British Gas' offer to access underneath the bath. But I can't say for certain this offer wasn't made to her, or that British Gas' plumber wasn't prepared to carry out the works.

In any event, I'm satisfied the cash payment British Gas paid Miss R following her appointment of a third-party plumber was reasonable. I say this on the basis I haven't seen any evidence to suggest the repairs carried out by British Gas were inadequate. I've also considered the policy terms. These state:

"Cash in lieu

*We won't offer you cash instead of carrying out an **annual service, repairs or replacements.**"*

I've considered Miss R's comments about the shower pump and what she says is the consequential losses she's incurred as a result. In response to this, British Gas says Miss R shouldn't have seen an increase in her electricity bills as a response to having the pump upgraded. It says each of the pumps should have used the same amount of electricity. Miss R hasn't provided evidence of an increase in her bills and even if she had, she'd need to persuade me that this was solely as a result of the new shower pump. On balance, I'm more persuaded by British Gas' account of how the new pump operates.

I can see Miss R has been inconvenienced. However, I'm satisfied the £50 compensation payment is fair and reasonable in the circumstances. I say this considering that there are areas of Miss R's complaint that British Gas isn't responsible for under the policy. I appreciate there have been some delays in handling the claims, but I haven't seen anything which conclusively leads me to say the repairs carried out by British Gas were inadequate. Or that if they were, there was an unwillingness to put things right. I'm not going to require British Gas to increase the compensation payment.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 11 April 2022.

Emma Hawkins
Ombudsman