

The complaint

Mrs K complains about British Gas Insurance Limited (British Gas) under her home emergency policy. Her complaint is that work carried out by a British Gas engineer led to more problems and she wants British Gas to complete remedial work.

References to British Gas in this decision include their agents who carry out work under the policy.

What happened

Mrs K had a home emergency policy with British Gas, covering her boiler, controls and central heating (including an annual service) plus repairs to plumbing, drains and home electrics. In February 2021 Mrs K contacted British Gas about a leaking basin tap in a basement bathroom. An engineer visited and fitted a replacement. But it was the wrong size and continued to leak so Mrs K contacted British Gas again, who sent out another engineer. He said the tap would need replacing, but a new tap would need to be ordered.

Separately Mrs K also had a problem with the cold water flow to her bathrooms. An engineer visited and advised Mrs K that she needed to have a pump in the attic replaced to ensure water flowed properly to her bathrooms. Also, it needed to be placed in a different location in the property to enable it to work properly. Mrs K also had an issue with air pockets in the basement bathroom water system, which was fixed in a separate visit. Mrs K contacted British Gas with another air pocket problem that was preventing cold water to her upstairs bathrooms and showers. Another engineer visited but advised that the issue related to the pump. The engineer had also been due to fit the replacement tap, but it was the wrong size so couldn't be carried out.

Mrs K was told that while the replacement of the pump was covered under the policy, its relocation wasn't, so they quoted a price for the work to be carried out. She agreed the quote and the replacement pump was subsequently installed. However, fitting the new pump left a gap in the ceiling above where it was located, so Mrs K requested that either the gap be filled in or the pump be boxed in. But she was also told that this wouldn't be covered under the policy and was provided with a quote of £266 for boxing in the pump.

Separately, Mrs K was also advised that she needed a new shower valve, to enable the new pump to operate effectively. This was also something that British Gas said wouldn't be covered under the policy, so they provided her with a quote for its replacement (£385).

Mrs K was unhappy with what had happened and complained to British Gas. She said she'd been without functioning bathrooms for a week because of the air pocket problem. Also, that the work to replace the shower valve and boxing in the replacement pump wasn't covered by the policy. She thought the shower pump should be covered because it was needed for the replacement pump to work properly. And she thought the boxing in should have been covered under the section of the policy that covered 'making good'.

British Gas upheld Mrs K's complaint in part. On the issue of the basin tap, British Gas offered to install a tap free of charge. But as it was a non-standard tap that British Gas

couldn't source, Mrs K would have to source the tap herself. On the issue of the pump and valve, British Gas said that while the pump and its fitting would be free of charge, the boxing in and the installation of the shower valve that Mrs K had requested would be chargeable (based on the quote for the cost provided).

Mrs K then complained to this service. The main points of her complaint were that British Gas had wrongly charged her for the work carried out on the pump, and that she would have to pay a further charge for remedial work to fix the outstanding issues. She thought that all the work should be carried out free of charge (and that she'd been told this over the phone).

Our investigator didn't uphold Mrs K's complaint, concluding British Gas didn't need to take any action. He thought the relocation of the pump wasn't something that would be covered under the policy and had been paid for by Mrs K. As such it wasn't something covered under the contract of insurance (the home emergency policy) and couldn't be considered as part of Mrs W's complaint to this service. Regarding the shower pump, he concluded that this also wasn't covered by the policy, referring to terms and conditions that excluded showers and their parts, including shower pumps. On the basin tap, he thought the offer to fit a replacement tap free of charge (but Mrs K would have to source a tap) was reasonable.

Mrs K disagreed with the investigator's conclusions and requested an ombudsman review the complaint. She said she'd had to arrange for her own plumber to replace the pump installed by British Gas (because it was faulty) and relocate it to its original position. She'd also been told the shower valve wasn't the issue and didn't need to be replaced. She said she'd paid more than necessary (to have the pump replaced and relocated). She wanted to be refunded the cost of her policy for 2021 and compensation.

In my findings, on the issue of the replacement basin tap I concluded British Gas's offer to fit a tap of Mrs K's choice free of charge was fair. On the relocation of the replacement pump, I concluded this wasn't something covered in the policy as it was a non-insurance policy. Based on this, I also concluded that any boxing in of the pump associated with its relocation would be a non-insurance service and not something to be covered by the 'making good' section of the policy. On the replacement shower valve, I concluded British Gas acted fairly in saying that replacing the shower valve wouldn't be covered under the policy (and was therefore a separate charge).

I also considered what Mrs K said about what had happened since she made her complaint to this service. As these issues weren't part of Mrs K's complaint to this service, I concluded they weren't something I could consider. But they might be something Mrs K could raise with British Gas.

I also considered the sequence of events and the service provided by British Gas, given what Mrs K told us and her asking for compensation. I noted that the tap was first replaced by one that continued to leak. Then a new tap was ordered but wasn't the right one. Only when she complained to British Gas, was she then told that they couldn't source a tap of the type that Mrs K had. At that point the issue had been ongoing for nearly four months, with attendant trouble and inconvenience to Mrs K. On the the air bubbles in her cold water system, the first issue was fixed quickly but not the second, leaving her without functioning bathrooms for a week. Taking these points together, I concluded Mrs K suffered trouble and inconvenience and I thought British Gas needed to do more to put things right. Taking all the circumstances of the case into account, I thought £250 in compensation for distress and inconvenience would be fair and reasonable.

As I considered additional points and reached different conclusions on some issues to those of our investigator, I issued a provisional decision to give both parties the opportunity to consider matters further. This is set out below.

What I've provisionally decided – and why

I've considered the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

My role here is to decide whether British Gas have acted fairly towards Mrs K.

While Mrs K's complaint overall is that she shouldn't have been charged for the work carried out and that all the remedial work should have been carried out free of charge, there are several elements within the complaint. I'll consider each of them in turn, before thinking about whether, overall, British Gas have acted fairly towards Mrs K.

The original issue in this case was the need for a replacement basin tap. From what I've seen, the need for a replacement isn't at issue. While it wasn't possible for the tap to be replaced at the first visit and it had to be ordered, when the replacement tap arrived to be fitted, it wasn't the right size. Subsequently, as the tap was of a type that British Gas were unable to source, in their final response they said that they'd fit a tap free of charge, but that Mrs K would have to source the tap herself. Thinking about this, the policy terms and conditions provide for replacement of parts from the original manufacturer or British Gas's approved suppliers, or by standard parts in the British Gas range. Where this isn't possible (as appears to be the case here) I think British Gas's offer is reasonable.

The next issue I've considered is the replacement pump. British Gas diagnosed the need for a replacement pump, but also that it needed to be installed in a different location in Mrs K's property. The pump was installed, but from the photographs provided by Mrs K it looks to have been installed on top of a bookcase just below ceiling level in an upstairs location, leaving a gap in the ceiling through which the pipes to the pump are routed. Understandably, Mrs K wanted British Gas to either fill in the gap in the ceiling or (preferably) box in the pump itself so that it wasn't visible. Mrs K maintains that British Gas should have done this free of charge under the 'making good' section of the policy (which provides cover for such costs up to £1,000). In their final response, British Gas say that the cost of filling in the gap or (as they quoted for) boxing in the pump wouldn't be covered under the policy.

As Mrs K has said that the cost of the boxing in of the pump should be covered under the 'making good' part of the policy, I've looked at the relevant sections of the policy. Access and making good is defined by the policy as:

"getting access to your appliance or system, and then repairing any damage we may cause in doing so, by replacing items such as cabinets or cupboards that we've removed and filling in holes we have made and leaving a level surface."

Reference is then made to the General Conditions section, under the heading Getting access and making good it states:

In addition to the cost of parts and labour, our insurance products and our non-insurance service and repair warranty products cover up to £1,000 (including VAT for getting access and making good...

We won't be responsible for repairing any pre-existing damage, nor will we replace or restore the original surface or coverings, for example, tiles, floor coverings, decoration, grass or plants."

Thinking about what these terms and conditions indicate, in the circumstances of the case, it appears the issue isn't to do with access to the pump in its original location in Mrs K's property, nor to its replacement. It's to do with the relocation of the [replacement] pump to another part of Mrs K's property. While British Gas covered the cost of the replacement pump under the policy, they said the policy didn't cover the relocation of it. That was charged to Mrs K as a non-insurance service. As such, it wasn't a service under the contract of insurance (the policy).

British Gas have also argued that as the relocation of the pump wasn't something they'd cover under the policy, any associated costs of relocating the pump would also not be covered under the policy. I'm persuaded by this argument and therefore the boxing in cost would also be a non-insurance service and therefore chargeable in the same way as the relocation itself. As that would be a non-insurance service, I've concluded that it isn't something that would fall within the remit of this service.

The second element concerns the replacement shower valve that British Gas said was needed (to make the pump work effectively). Mrs K say that, because the valve was needed to make the pump work effectively, it should be covered under the policy (given that the replacement pump was covered under the policy). British Gas say that the shower valve is excluded from cover, as the policy specifically excludes cover for showers and their parts.

Given what British Gas have said, I've looked at what the policy says about showers and their parts. In the Plumbing section, under the heading What's not covered it states:

“x Showers and their parts, shower pumps...”

While I appreciate Mrs K's argument that the requirement for the shower valve was said to be to make the pump work properly, the above condition is clear that the policy doesn't cover showers and their parts (which would include a shower valve). So, I've concluded that British Gas acted fairly in saying that replacing the shower valve wouldn't be covered under the policy (and therefore a separate charge).

I've also considered what Mrs K has told us about what's happened since she made her complaint to this service. She's said that she's had to arrange for her own plumber to replace the pump installed by British Gas (because it was faulty) and relocate it to its original position. She's also been told the shower valve wasn't the issue and didn't need to be replaced. These issues weren't part of Mrs K's complaint to this service, so they aren't ones that I can consider. But they could be something Mrs K may want to raise with British Gas.

However, while I've concluded that British Gas have acted reasonably in their offer to fit a tap free of charge (the tap to be supplied by Mrs K) and their decision that the boxing in of the replacement pump and the replacement shower valve weren't covered by the policy, I've also considered the sequence of events and the service provided by British Gas, given what Mrs K had told us and her asking for compensation.

The original issue was the leaking tap. From what I've seen, the tap was first replaced by one that continued to leak. Then a new tap was ordered but wasn't the right one. Only when she complained to British Gas, was she then told that they couldn't source a tap of the type that Mrs K had (so they offered to fit a tap free of charge if she sourced one). At that point the issue had been ongoing for nearly four months, with attendant trouble and inconvenience to Mrs K. On the issue of the air bubbles in her cold water system, the first issue was fixed quickly but not the second, leaving her without functioning bathrooms for a week. Taking these points together, I think Mrs K did suffer trouble and inconvenience and I think British

Gas need to do more to put things right. Taking all the circumstances of the case into account, I think that £250 in compensation for distress and inconvenience would be fair and reasonable.

My provisional decision

For the reasons set out above, my provisional decision is that I uphold Mrs K's complaint in part. I intend to require British Gas Insurance Limited to:

- *Pay Mrs K £250 in compensation for distress and inconvenience.*

British Gas responded to say they were happy to agree to the resolution recommended in the provisional decision and would pay Mrs K the £250 in recognition of the distress and inconvenience caused. They added that (should Mrs K challenge the figure) they wouldn't agree any further compensation was warranted. Should the figure be increased (by the ombudsman) they assumed they'd be given the opportunity to respond further before a final decision was made.

Mrs K made several points in her response. First, on the basin tap issue, she said that British Gas had offered to pay for a new tap but withdrew the offer when her complaint to them was escalated. They'd also previously replaced taps in another bathroom. Second, she restated her view that the replacement pump British Gas installed was faulty and that the shower valve didn't need to be replaced. She was also unhappy at the quality of the work to install the replacement pump. Thirdly, on the figure for compensation, Mrs K appreciated the £250 recommended in the provisional decision, but thought it should be in addition to the £500 she maintained she had wrongly had to pay for removing the old pump from the loft and the diagnosis of a replacement shower valve she didn't think was needed.

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.

My role here is to decide whether British Gas have acted fairly towards Mrs K.

I've considered each of Mrs K's points in turn. On the first point, I've considered what Mrs K has said but I haven't changed my view that in the circumstances British Gas have made a fair and reasonable offer (to fit a replacement tap free of charge, if Mrs K can source it). While it was unfortunate that British Gas weren't able to source a replacement tap of the kind needed to fit the basin, I don't think it's unreasonable for them to offer to fit a tap of Mrs K's choice. And I've considered the impact of the delays and time taken when considering the distress and inconvenience suffered by Mrs K. I don't doubt what Mrs K has said about British Gas previously having replaced taps in another bathroom, but I don't think that excludes the situation where they aren't able to source a specific tap of the kind needed for the basin.

On the second issue, that the replacement pump was faulty and the replacement shower valve unnecessary, I appreciate what Mrs K has said. But the points are ones I considered when reaching my provisional conclusion. So I haven't changed my view that these issues weren't part of Mrs K's complaint to this service, so they aren't ones that I can consider. But they could be something Mrs K may want to raise with British Gas.

On the question of compensation, I've considered what Mrs K has said about the cost of the relocation of the pump (as opposed to its replacement) But I concluded that both the relocation (and any boxing in of the pump associated with its relocation) and the need to

replace the shower valve would be a non-insurance service and not something to be covered by the policy. So, I don't agree that the cost of the relocation should be added to the £250 figure for compensation (which was for distress and inconvenience suffered by Mrs K). I still think that's a fair and reasonable sum.

Taking all these points together, I haven't changed my view of this complaint, and my final decision remains the same, for the reasons set out above and in my provisional decision.

My final decision

For the reasons set out above, my final decision is that I uphold Mrs K's complaint in part. I require British Gas Insurance Limited to:

- Pay Mrs K £250 in compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 19 May 2022.

Paul King
Ombudsman