

The complaint

Mr Z has complained that British Gas Insurance Limited agents damaged his bath when fixing the taps following his claim under his home emergency policy underwritten by British Gas.

Reference to British Gas includes all its agents.

What happened

Mr Z made a claim to get his taps on his bath fixed. British Gas arranged for an engineer to visit on 9 September 2021 to inspect the faulty taps. As there was no water coming from the hot tap and a poor flow of water from the cold tap, British Gas instructed its plumbing partners to repair the taps on 17 September 2021.

Mr Z then discovered his bath was cracked and he reported this to British Gas on 21 September 2021. He believed this happened when his taps were being repaired. British Gas sent out an engineer to inspect the cracked bath. He recommended the bath needed to be replaced and quoted £600. Mr Z said this engineer told him an acceptable discount would be considered on the basis the damage could have been caused by the plumbers fixing the taps.

However, in the course of the negotiations, Mr Z said British Gas changed the price of the new bath from £600 to £1,190.80 on 8 November 2021 and then £2,740.80 on 6 December 2021. Frustrated as Mr Z believed the plumbers had damaged his bath and British Gas to pay the entire costs of the replacement bath, he brought his complaint to us.

The investigator was of the view that it should be upheld. She felt British should pay the full costs of a replacement bath and pay Mr Z £100 compensation.

Mr Z agreed but British Gas didn't, so his complaint has been passed to me to decide.

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.

Having done so, I'm upholding this complaint. I'll now explain why.

In the final response letter, British Gas said the plumber said he didn't damage the bath but offered a 30% discount for a new bath. However, it provided no evidence as to why it decided its agent, the plumber didn't damage the bath.

Following the investigator's view British Gas again asked the plumber about the matter. Then it queried why Mr Z waited four days to report the damaged bath, cast aspersions of an unreasonable nature about why Mr Z hadn't had a bath for four days, and then said it was Mr Z who had asked for the discount on a new bath.

But that isn't the case as in the live chat where Mr Z first complained about the damaged bath, Mr Z questions he can't seem to make a complaint via email because he needed to attach some photos. The agent then asks did he wish to make a homecare complaint. Mr Z answers yes and says it was about damage during a plumbing service. It then gets passed to another agent. Mr Z explains that he wants the damage to be fixed as it was a crack in the bathtub and crucially that he had called British Gas and the plumbing company several times but couldn't get through. So I don't consider it's the case that Mr Z only notified British Gas after four days as he said he had been trying to get both British Gas and the plumbing company on the phone, then wanted to complain by email and eventually had to resort to this live chat function instead.

The agent then asked Mr Z about the cost of the damage. Mr Z then said the plumber quoted £600 to replace it but he hoped for a discount since the damage related to their work and that he wanted the job to be done urgently. So, I don't consider Mr Z asked for a discount as such – he was merely recounting what the plumber had said to him. What followed this was persistent negotiation by British Gas and/or the plumbing company with all sorts of different quotes and hourly rates and the issues involved in replacing the bath. But it was the plumbing company who kept talking about a discount not in fact Mr Z.

So clearly when British Gas' engineer inspected the bath on 22 September 2021 it was cracked. It seems to me unlikely that it was cracked during the inspection to see what was wrong with the taps as I think that engineer would have noted it.

It is impossible to say with any certainty how the bath cracked but given that I think it is unlikely it was cracked before the repairs were done, and Mr Z tried to report it soon after the repairs, I think it is more likely than not that it happened during the repairs. So, on that basis I do consider it's more than likely the crack in the bath occurred during the process of fixing the taps. Therefore, I do consider British Gas are responsible for the costs of replacing Mr Z's bath. This is because under the policy it clearly says the following:

'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.'

Lastly, I don't consider the plumbing company's persistent offering of a discount was appropriate or fair either. And it appeared to muddy the waters significantly given that British Gas was constantly of the view Mr Z had asked for the discount, which in turn tarnished its view on the matter.

I also consider Mr Z has being put to some trouble and upset over this and I agree with the investigator that British Gas should pay him compensation. I consider the £100 suggested by the investigator to reasonable in these circumstances.

My final decision

So, for these reasons, it's my final decision that I uphold this complaint.

I now require British Gas Insurance Limited to do the following:

- Replace the bath and cover the costs in full.
- Pay Mr Z £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Z to accept or reject my decision before 4 October 2022.

Rona Doyle
Ombudsman