

The complaint

Ms M complains that British Gas Insurance Limited (British Gas) unfairly declined a claim on her home emergency insurance policy.

There are several parties and representatives of British Gas involved throughout the complaint but for the purposes of this complaint I'm only going to refer to British Gas.

What happened

In April 2021 Ms M made a claim on her British Gas Homecare insurance policy when she had a leak on her shower.

British Gas accepted the claim. It appointed a plumbing engineer who identified the problem and replaced the hose of the shower. But the leak continued. In total a plumbing engineer attended to look at the leak five times. The issue was finally found to be a component part in the diverter, A part was ordered but the plumbing engineer did not return. Ms M made a complaint to British Gas as she had been unable to get in touch with the engineer directly.

British Gas also could not get in touch with its appointed plumbing engineer and agreed that Ms M should obtain her own plumbing engineer to carry out the required work and it would reimburse her for the costs.

In September 2021 Ms M had the shower repaired. As the engineer was unable to replace only the component part in the diverter, despite making two attempts, he had to install a complete new diverter which included the bath filler.

Ms M submitted the quote and invoice for the work and British Gas said that it would not cover the costs for this as it was not covered under the terms of the policy as it was classed as a *"manual shower valve with diverter"*.

It also said that it required a VAT invoice for the work provided so that it could verify the invoice before it made a payment.

British Gas agreed there had been delays in its service and paid Ms M £375 for the inconvenience caused to her.

As Ms M was not happy that British Gas had not settled her claim, she brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and felt the bath filler part was not needed so British Gas did not need to reimburse Ms M for the work undertaken by the third-party plumber. They said the £375 compensation paid for the poor service was fair and reasonable.

As Ms M is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

In my provisional decision I said

Ms M initially made the claim on her home emergency insurance policy in Mid-April 2021. British Gas sent its plumbing engineer to look at the leak and it accepted it was covered. The plumbing engineer initially replaced a part but when it did not resolve the issue it visited again a number of times and finally diagnosed another part needed replacing. The part was not in stock and so it was ordered, and it agreed to return to complete the work once it arrived.

Towards the end of May 2021 Ms M had not heard back from the engineers and had unsuccessfully tried to contact them directly. So she contacted British Gas to make a complaint. British Gas managed to contact its plumbing engineer and he attended Ms M's house in early July 2021. On arrival he was not aware that the diverter needed repair and did not have the part required, so no work was undertaken.

Ms M heard nothing further from the plumbing engineer, so she again contacted British Gas. British Gas tried to contact its plumbing engineer contractor itself without success and so agreed Ms M could find a local plumber to fix the problem and said it would cover the cost.

British Gas confirmed to Ms M by email at the end of July 2021; "Further to our telephone conversation of earlier today. I can confirm if you can arrange for a 3rd party to attend and can email me a receipt/invoice for the work I will refund this for you."

The work was carried out by a local plumber sourced by Ms M and she submitted the invoice for the repair to British Gas so it could refund the amount as agreed.

British Gas declined to settle the invoice submitted by Ms M. It gave two different reasons.

- Unable to verify invoice as there was no date on it. And VAT number was required.*
- Part supplied was not needed.*

I have considered both of these reasons.

I cannot see anywhere that British Gas told Ms M the plumber had to be VAT registered or the invoice had to have a VAT number present. Neither can I find any mention of this in the terms and conditions of the policy.

Ms M supplied the following evidence to British Gas

- Invoice which included address and bank details of the plumber.*
- Copy of Bank statement to show payment of invoice amount to account details on the invoice and the date paid.*

I think that although there was no date on the invoice, the supporting evidence supplied by Ms M to show the date the amount was paid verifies this invoice was paid to the plumber that had carried out the work at the time.

Therefore I do not accept this reason for declining to refund the invoice.

British Gas agreed prior to the submission of the invoice from the third-party plumber that it would cover the work required to Ms M's shower. I do not think it is acceptable for it to then decide it would not cover it.

It is not in question that there was a leak that needed to be repaired and when British Gas were using its own engineers to complete this work it said it was covered. However due to

no fault of Ms M, British Gas's plumbing engineer failed to return to complete the job and so British Gas authorised her to obtain her own plumber to complete the job.

I looked at the invoice and quote provided by Ms M's plumber and I do not think they are excessive or out of context. In addition, the repair work completed did not put Ms M in a better position than before her claim. The leak was repaired, and the diverter was replaced. Ms M paid for the additional work to put right the tiling in her bathroom.

British Gas acknowledged the service given had not been acceptable and paid her £375 compensation for the inconvenience caused. I agree this is a fair and reasonable amount in this case.

During our investigators review of this complaint he asked British Gas to reconsider Ms M's complaint. It agreed to this. It concluded after discussion with its plumbing engineers; "that a bath filler would not be needed in this situation. Therefore, they're unable to reimburse the cost for this repair".

Ms M said her plumber tried twice to replace the diverter component without success before replacing the whole diverter which included the bath filler. I don't think British Gas can say with certainty its engineer could have completed this work without doing the same, as it had also been unable to obtain the specific component part.

Therefore, I intend to uphold Ms M's complaint and require British Gas to cover the part of the invoice submitted by Ms M that is for the work to replace the whole shower diverter and bath filler. This is a total of £500.

Responses to my provisional decision

Ms M did not respond.

British Gas did not respond.

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.

As neither Ms M or British Gas have made a response, I maintain my provisional decision and I uphold Ms M's complaint. I require British Gas to cover the part of the invoice submitted by Ms M that is for the work to replace the whole shower diverter and bath filler. This is a total of £500.

My final decision

For the reasons I have given I uphold this complaint.

I require British Gas Insurance Limited to pay Ms M £500, less any applicable policy excess, for the refund of the costs in relation to the replacement of the shower diverter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 24 August 2022.

Sally-Ann Harding
Ombudsman