

## **The complaint**

Mr T's complained about the way British Gas Insurance Limited dealt with a claim he made on his home emergency policy when he had a leak in his bathroom – in particular the delays which occurred.

## **What happened**

Shortly before Christmas 2021, Mr T found his bathroom taps were leaking. So he contacted British Gas and asked them to send an engineer to make repairs. An engineer who came to Mr T's home arrived late in the day but didn't start the repairs, as he said they would take some time to complete. A second appointment was arranged for the following day but was cancelled.

An engineer attended a week after the initial appointment. Because Mr T wanted taps from a premium range, he's bought replacements for the bath and basin. The engineer fitted the new bath taps without any problem. But, when he tried to replace the basin taps, the fixing bolt broke. The engineer told Mr T this meant he may not be able to replace the taps without breaking the basin.

Mr T contacted the engineers the next day about getting the basin replaced if it broke. While the engineers said they would look into getting a like for like replacement, they didn't follow up on this until early in the new year. At this point the engineers referred Mr T back to British Gas.

Mr T sent a complaint to British Gas. British Gas responded and set out the details of what had happened. They confirmed they'd originally told Mr T that, if the basin was damaged by replacing the taps, they'd replace it with a standard one – not on a like for like basis. But after speaking to Mr T, they agreed to replace the basin on a like for like basis. Mr T sourced a replacement, which he was told would take several weeks to arrive. And to speed matters up, British Gas agreed to pay the petrol costs of a family member collecting the basin.

An appointment was arranged for early April to attempt to replace the taps without breaking the basin, or to replace it if that wasn't possible. This was postponed to the end of April as Mr T was ill. On this occasion, an engineer went to Mr T's home, but the repair was not completed, and Mr T asked the engineer to leave his home. Mr T has not made any more appointments since then to have the work completed, and told British Gas he'd have it done by someone else.

British Gas recognised their service had fallen below the standard they should have provided. They offered Mr T £135 compensation for this, as well as paying him £300 for the basin and £47.04 for the cost of petrol to collect it.

Mr T wasn't satisfied with British Gas's resolution and brought his complaint to us. He told us he thought British Gas should reimburse him the cost of the replacement taps he bought. And he didn't think £135 compensation was enough to recognise the stress and inconvenience he'd been caused by their handling of the issue.

Our investigator considered the complaint and didn't think British Gas needed to do any more to resolve it. He agreed there were delays in dealing with the claim. But he said these weren't British Gas's fault after Mr T was ill, as he asked the engineer to leave at the next appointment and hadn't allowed them access since. So he said the £135 compensation was fair.

And he noted British Gas had covered the cost of the basin, even though he didn't think they needed to do this under the policy. And he said the policy provided that items which needed replacing would only be replaced with standard items – not on a like for like basis. So it was unreasonable to say British Gas should reimburse Mr T for the premium taps he'd bought.

Mr T didn't agree with our investigator's view. So I've been asked to make a decision.

### **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 that, I'm not upholding Mr T's complaint. I'll explain why.

I understand Mr T's found himself in an upsetting situation. But I can only decide British Gas should do more to compensate than they've already done, if I'm satisfied the claim hasn't gone as it should have because British Gas did something wrong – and those mistakes (rather than the situation of needing repairs) have had a negative impact on Mr T.

I'd expect British Gas to deal with Mr T's claim in line with the terms of his policy. I've studied this. It covers repairs to his plumbing or, if repairs aren't possible, replacement of parts. Sanitary ware (defined as the toilet bowl and cistern, bidet, sink pedestal, bath and shower tray) isn't covered. And under the heading "Replacement parts" it says:

*"We'll try to provide replacements with similar functionality but not necessarily the same features or an identical make and model or type of fitting. For example, we may replace an electric vehicle charger or a specific design of tap with a standard one from our range...."*

That means I'd expect the engineer to consider repairing the taps first. But, once he'd decided that wasn't possible, I'd expect them to replace the taps with a standard one.

Mr T didn't want a standard replacement, but with taps of a similar type to the broken ones. He's entitled to make that choice. But it doesn't mean British Gas has to provide, or pay for, his choice. They said their engineer would replace the broken taps with the ones Mr T had bought. I think that's fair and British Gas don't need to pay for Mr T's more expensive choice.

And I think the £300 British Gas have paid for the basin, alongside the fuel costs of Mr T's relative to collect it, are fair. Although, as I've noted above, sanitary ware isn't covered under the policy, I think it was reasonable for British Gas to cover the cost of the basin and its associated costs, because they anticipated they'd have to break it to repair the taps.

Finally, I've thought about the £135 British Gas paid Mr T to compensate him for the shortcomings in their handling of his claim. Again, I've started by looking at the policy, which says:

*"We'll carry out any repairs or visits you're entitled to within a reasonable time, unless something beyond our control makes that impossible – in which case we'll let you know as soon as possible and give you another time when we can visit."*

As that doesn't give a definite timeframe, I've thought about what's reasonable.

British Gas's engineer first attended Mr T's home four working days after he reported the fault. I think that was reasonable and in line with the policy terms. The engineer said he couldn't do the repair that day. I think that was reasonable too, as they couldn't decide how long the job would take before seeing it. They told Mr T they'd return the following day to do the job, but then didn't return for a week. I think that raised Mr T's expectations. So it's reasonable to include that delay in my assessment of the compensation.

I can see that Mr T contacted the engineers the following day to follow up on having the basin replaced if it were needed. There was then no contact until after the Christmas holiday period. At this point, Mr T raised the complaint which resulted in British Gas agreeing to cover the cost of a new basin.

Once this was agreed, further delay resulted from having to wait for the replacement basin to be available. Once it was available, an appointment was made for early April. But this was cancelled because Mr T was ill. Neither of these things were the fault of British Gas, so I don't think it's fair to take them into account when considering the compensation.

An engineer did attend when Mr T had recovered. But Mr T and his family found the engineer to be rude and asked him to leave without completing the work. And they said the engineer was sent to try and replace the taps, rather than replace them and the basin.

It's up to Mr T who he allows into his home. But I can't say British Gas were responsible for his decision to ask the engineer to leave. Nor do I think it was unreasonable for British Gas to check if the taps could be replaced on the original basin before replacing it. Repairing or replacing sanitary ware isn't covered by the policy and I don't think it's fair for me to say British Gas should have incurred this cost without checking it was necessary.

So, overall, I can see a few days' delay in dealing with the claim before Christmas, and a further short delay in the new year. I think the payment of £135 is a reasonable sum to compensate Mr T for those delays. So I don't think British Gas need to do any more to resolve his complaint.

### **My final decision**

For the reasons I've explained, I'm not upholding Mr T's complaint about British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 26 October 2022.

Helen Stacey  
**Ombudsman**