

The complaint

Mr H complains that British Gas Insurance Limited hasn't handled a claim he made under his home emergency policy fairly.

What happened

At the events of this complaint are well known to both parties, I've summarised events.

- Mr H has a home emergency policy which is underwritten by British Gas Insurance Limited.
- The policy provides boiler, controls, and central heating cover.
- In July 2022, Mr H contacted British Gas because of what he thought was a problem with his boiler.
- A British Gas engineer attended and cleaned the boiler's diverter and heat exchanger. The engineer said the system needed to be flushed.
- Following this a second British Gas engineer attended who advised Mr H that his bath mixer tap was faulty and that this was causing the problem. The engineer said Mr H should contact a plumber.
- Mr H bought a new mixer tap and had his own plumber install it.
- But the initial problem persisted and wasn't resolved by the new tap. So, a third British Gas engineer attended and fitted new boiler parts – which appeared to resolve the issue.
- Mr H complains that only on the advice of British Gas did he purchase and install a new mixer tap, but that it didn't resolve the problem. So, he thinks British Gas should reimburse him the cost of doing so as this was an unnecessary cost.
- British Gas said the second engineer wouldn't have recommended changing the mixer tap unless it was necessary. So, it didn't think it needed to cover the costs Mr H had incurred. It added the third-party plumber would have told Mr H if the replacement wasn't necessary.
- Mr H remained unhappy and so, brought a complaint to this Service.
- An investigator considered it and said British Gas hadn't treated Mr H fairly. She wasn't satisfied replacing the mixer tap had anything to do with the repairs ultimately carried out by the third engineer which fixed the problem - and so, she said British Gas should cover the costs Mr H had incurred in doing so.
- British Gas disagreed and so the complaint has been passed to me for 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.

- Based on the evidence I've seen I agree with the outcome the Investigator reached and I'll explain why.
- Mr H has said he purchased a new mixer tap on the advice of the second engineer who said the existing tap was the cause of the cold running water in the rest of his property.
- I've looked at the second engineer's report and can see it says, "*Faulty Bath mixer tap, advised tenant to call plumber*". So, Mr H's testimony tallies with what was recorded by the engineer at the time.
- I'm satisfied it was reasonable for Mr H to rely on engineer's advice given they'd been sent to identify the cause of the problem. British Gas appear to have accepted this too – as it's said the engineer wouldn't have told Mr H the tap was faulty unless it was.
- But ultimately, the new mixer tap didn't resolve the problem, and Mr H had to have another engineer attend his property who ordered and replaced boiler parts. So, as the tap appears to be unconnected to the original problem, I don't think it's fair that Mr H be out of pocket for having followed British Gas' advice.
- British Gas has said Mr H doesn't have drains and plumbing cover, so wasn't entitled to the taps being covered in any event. Had the new mixer tap sorted the problem, I'd likely agree with British Gas – but it didn't. Without evidence to show replacing the tap was connected to the initial problem, I'm not satisfied the costs Mr H incurred were necessary.
- In summary, I'm not persuaded Mr H would have purchased and fitted a new mixer tap had the second engineer advised him the tap was the cause of the problem. As the mixer tap didn't resolve the issue, I think it's fair to ask British Gas to reimburse him the cost of buying and installing the new mixer tap (subject to an appropriate invoice / receipt being provided).

My final decision

My final decision is that I uphold this complaint and direct British Gas Insurance Limited to reimburse Mr H the costs he's incurred in buying and installing the new replacement tap (subject to reasonable proof of purchase / invoice).

British Gas Insurance Limited must add 8% simple interest to this payment from the date Mr H incurred these costs to the date it makes payment.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 2 March 2023.

Nicola Beakhust
Ombudsman