

## **The complaint**

Mr R complains that British Gas Insurance Limited won't pay to replace a bathroom sink damaged by their contractor when he attended to fix the plug.

## **What happened**

Mr R has an insurance policy with British Gas which covers his boiler, central heating and plumbing, amongst other things.

He made a claim in July 2022 after he noticed the pop-up plug in his bathroom sink wasn't working.

British Gas sent out a contractor, who replaced the plug. Mr R says the contractor at first tried to fit another pop-up plug, but after discovering that was the wrong size, he sourced and fitted a more traditional rubber plug and chain.

A few days later, Mr R contacted British Gas to tell them the sink was now leaking and appeared to have been damaged when the initial repairs were being carried out.

British Gas sent out another contractor to look at the damage. They then told Mr R they wouldn't pay to replace the sink because the damage was pre-existing. They had photographs taken by the first contractor which showed cracking to the sink before the repair work had been started.

Mr R wasn't happy with this and made a complaint to British Gas. And when they maintained their stance, Mr R brought his complaint to us.

Our investigator looked into it and didn't think British Gas had acted fairly. He thought on balance the leak had likely been caused by the contractor who carried out the repairs on the plug. He asked British Gas to replace the sink and pay Mr R £100 in compensation for his trouble and upset.

British Gas disagreed and asked for a final decision from an ombudsman.

## **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.

Looking at the photographs provided by British Gas' contractor – which show the dysfunctional pop-up plug still in place – it appears there was a hairline crack in the sink before he began the repairs.

However, I don't think that crack was causing the sink to leak at the time. I can't see why Mr R would call British Gas out to deal with a dysfunctional plug and not tell them that his sink was leaking.

There's no dispute here that when the second contractor visited, only a few days later, the

sink was leaking. His inspection showed that it was. But British Gas said they weren't responsible because the sink had been damaged before the first contractor attended.

I'm satisfied then that on balance it's more likely than not that the leak was caused by the repairs carried out on the plug. This aligns with what Mr R's wife, who was present when the contractor was carrying out the work, said.

She noticed that the contractor at first tried to fit a pop-up plug that proved to be the wrong size – and appeared to be exerting some force to try to get it to fit.

It follows that although there may have been some damage to the sink before any of this happened, the sink only became no longer usable – because of the leak – as a result of the first visit from British Gas and the actions of their contractor during that visit.

British Gas have said it was almost inevitable the sink would be further damaged by the repair work because of the pre-existing defect. And so, they can't be held responsible for the leak or for replacing the sink now. In effect, they say either the sink was kept intact but without a working plug, or the plug was replaced and the damage to the sink got worse.

It would seem odd, in those circumstances, that the first contractor chose to carry on with the repairs without giving Mr R or his wife any indication that the sink would very likely be further damaged as a result. And without giving them any say in whether he carried on with the work given the almost inevitable (according to British Gas) result that their sink became unusable.

In summary, I'm satisfied it's likely British Gas' contractor caused the damage to Mr R's sink which has caused the leak and rendered the sink unusable. And so, I'm satisfied it's fair and reasonable that British Gas should be held responsible for the damage and required to replace the sink.

### **Putting things right**

For those reasons, I'm going to require British Gas to replace Mr R's sink. I think that's the fairest way to resolve this complaint, even if Mr R will in effect be getting a better sink than he had before he called British Gas out to deal with the issue with his plug.

I'm certainly not going to ask British Gas to replace the sink with one that's already damaged to the same extent Mr R's was before their visit, even if that would in effect indemnify him against his loss.

If Mr R has already replaced his sink, British Gas will have to pay for that, as long as it is a like-for-like replacement. If Mr R has upgraded his sink, British Gas should pay what it would have cost Mr R to replace it with a similar one.

I agree with our investigator about the compensation British Gas should pay Mr R for his trouble and upset. Before British Gas' first visit, Mr R had a functioning and usable sink, albeit there were issues with the pop-up plug.

For a period of time after that, Mr R has been without that facility. He's also had the stress and worry of not knowing whether his sink would be replaced. And the inconvenience of having the dispute with British Gas about who was liable for the damage.

I'm happy that £100 is fair and reasonable compensation for the level of distress and inconvenience Mr R has suffered as a result of British Gas' errors in this case.

**My final decision**

For the reasons set out above, I uphold Mr R's complaint.

British Gas Insurance Limited must:

- replace Mr R's sink or pay for its replacement; and
- pay Mr R £100 in compensation for his trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 4 April 2023.

Neil Marshall  
**Ombudsman**