

complaint

Mrs A's complaint relates to British Gas Insurance Limited's decision not to replace her entire bathroom suite after its engineer allegedly cracked the bath tub in February 2011.

background

Mrs A holds a Home Care insurance policy, underwritten by British Gas.

Mrs A contacted British Gas after she noticed a leak from underneath her bath tub. An engineer from British Gas attended at her property that day and confirmed that a new waste pipe was needed. As the engineer did not have a replacement pipe with him, he explained that he would replace the rubber seal in order to resolve the leak. In doing so, Mrs A says that he cracked the bath tub around the waste outlet.

The engineer applied mastic to the crack and advised Mrs A that it would take around six to twelve hours for the mastic to be water tight.

The next day, Mrs A had a shower, and noticed that water was flowing down onto her kitchen ceiling. She contacted the engineer to return, but this did not happen.

The following day, Mrs A contacted British Gas and explained what had happened. The engineer returned, with a senior colleague from British Gas and, as they could not be certain that the crack had not been there before, they accepted responsibility for the damage.

British Gas confirmed to Mrs A that it would replace the entire bath tub along with the shower mixer tap as a gesture of goodwill.

Mrs A has a green bathroom suite and the bath replacement would need to be green in order for it to match. Mrs A was told by British Gas that it could source a green bath and fit it within 5-10 working days, once it had been specially made for her using photographic samples from her current bathroom suite.

Mrs A said however that she wanted a white bath. In a letter dated February 2011 she said this was in order to save time, as it would have taken longer to get a green bath but subsequently has said that she was not satisfied that the bath would match the rest of the suite. Mrs A says that she would therefore have to replace the rest of the suite as well. She says that she had not been planning to do so, and she has also had to have the damaged ceiling replaced, and so is "out of pocket by thousands".

Mrs A initially said that she wanted British Gas to pay for the entire new bathroom; later she said that the sum of £1,000 would be acceptable to cover purchase and installation of the new bath, taps and tiling as well as compensation for the inconvenience caused.

British Gas says that it is only liable for the bath (and even then it has not been established that its engineer caused the crack) but that it would replace the bath plus taps as a gesture of goodwill. Mrs A rejected this. Alternatively, it then offered a settlement payment in cash for £500 to resolve the matter. It confirmed that a replacement bath could be sourced for £285.

Mrs A rejected this offer and explained that – as well as the cost of replacing the bathroom - she was without a working bathroom and had to use a local leisure centre to shower.

Mrs A confirmed that she has now had her bathroom suite replaced and paid for the damage to her ceiling following the leak.

After a review of Mrs A's complaint within our service, our adjudicator did not recommend that Mrs A's complaint should be upheld. She believed that British Gas' offer of £500 or for the bath tub to be replaced was fair and reasonable.

Mrs A did not accept that adjudicator's assessment and suggested that the sum of £700 would be acceptable.

As Mrs A remained dissatisfied, she requested that her complaint be referred to an ombudsman for final determination.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Given the information I have been provided with, and the offers made by British Gas to rectify the crack on Mrs A's bath tub, I am satisfied that British Gas has provided Mrs A with options that I deem to be fair and reasonable. I say this for the following reasons.

British Gas has admitted liability for the crack in Mrs A's bath tub and that it offered to replace it with a matching bath, and fit it along with new bath taps. Although Mrs A has said that the bath colour would not match the rest of the suite, there is no independent evidence of this, as far as I am aware.

This offer would have restored the bathroom to the condition it was in prior to this incident and therefore seems to me to have been a reasonable response.

Following this, British Gas offered a settlement of £500 cash for Mrs A to source a bath herself and have it replaced, as well as an element of compensation for the inconvenience caused.

Mrs A has had her bathroom suite replaced in full; however, I do not believe it is fair to hold British Gas liable for the cost of a full bathroom suite, given that it was able to confirm with Mrs A that it could source a matching green bath tub from a bathroom replacement specialist.

I therefore believe the offer of £500 made by British Gas is fair, given that it would have been in a position to source the green bath and replace it for Mrs A.

As far as the damage to the ceiling is concerned, I have not seen any evidence to verify this, or that it was a result of this second leak rather than the first, but in any event Mrs A stated that she did not intend to claim any of this from British Gas.

British Gas has confirmed that a replacement bath could have been sourced for £285. As such, I consider this offer also takes into account the distress and inconvenience suffered by Mrs A in having to use alternative washing facilities.

Although I have no doubt the situation Mrs A experienced will have caused inconvenience, the primary role of this service is to consider complaints involving financial loss and the level of any additional compensation we award is generally low.

Overall, I do not consider British Gas' global offer of £500 to be unreasonable in the circumstances.

my final decision

My final decision is I do not uphold this complaint.

I make no award against British Gas Insurance Limited, other than to endorse the offer it has already made to pay Mrs A the cash settlement of £500.

Harriet McCarthy
ombudsman