

complaint

Mr J complains that British Gas Insurance Limited has mishandled a claim he made under his home emergency insurance policy.

background

Mr J has a HomeCare 400 policy with British Gas that covers his plumbing. In January 2014 he made a claim under his policy as the water running from his taps was dirty, and his water tank was bulging. British Gas sent an engineer to Mr J's home. He said that the water tank needed replacing. As the engineer thought that the access to the tank was restricted he said he couldn't replace it with a like for like water tank. So the original 50 gallon tank was replaced with two 25 gallon ones.

After the water tank had been replaced Mr J had recurring problems with his water pressure and air locks. British Gas sent its engineers to his home in February 2014 and December 2014. And in February 2015 a British Gas engineer made some further adjustments to the water tanks as they were found to drain too quickly. As Mr J's shower wasn't working this was also checked and the engineer said the pipework hadn't been installed correctly. British Gas offered to install another shower for free as a gesture of goodwill if Mr J supplied it. But Mr J declined the offer.

Following a complaint from Mr J, British Gas investigated further. It said that the problem was caused by the pipework in Mr J's home not having been installed incorrectly. This wasn't covered by the policy, but as a gesture of goodwill some of the pipework to the shower was altered. British Gas also offered Mr J a goodwill gesture of £180 due to the number of problems Mr J had had with his water.

Mr J complained to this service. Our adjudicator investigated the complaint. He recommended that it should be upheld. He thought that the problems with Mr J's water system had been caused by the changing of the tank. He said he thought it would be fair if British Gas paid the full cost of replacing and installing the shower and of installing a megaflo tank to resolve the water pressure/flow problems. He also said compensation of £200 to reflect the distress caused to Mr J would be fair. British Gas disagreed and the complaint has been passed to me.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

It's agreed that Mr J's water tank needed replacing and that this work was covered by his home emergency policy. Mr J says that the reason the original tank needed changing was due to an engineer from British Gas changing the Water temperature which caused damage to the tank. British Gas doesn't agree with this. But since the work was covered by the policy I don't think I need to resolve that.

British Gas says it wasn't able to just replace the tank because of the restricted access and it could've caused damage to the property. It also said that replacing one tank with two was a standard plumbing procedure and shouldn't have caused any problems. British Gas said the problems were due to incorrectly installed pipework which wouldn't be covered because that was a 'design fault'. And it was due to the pipework that the shower didn't work correctly.

British Gas says it has changed the shower pipework as a gesture of goodwill and offered to install a new one.

Mr J doesn't agree the access was restricted. He says the tank had been replaced once before in 2004 and the same size tank was installed without problem. It was only when the two tanks were installed that he started to have problems the water pressure. He hasn't been able to use different taps at the same time and the motor in his shower has now burnt out due to the air lock problems.

I've seen that in October 2013 British Gas was called to an airlock problem at Mr J's home, but this was the only time. So, I don't think Mr J was having the same problems with his water system before the tank was changed. And although Mr J's pipework maybe part of the problem now it wasn't before January 2014.

British Gas says it didn't check the pipes before it installed the two new tanks because they were in a different place and it wasn't something it would "necessarily do". But, since it was installing two tanks in place of the one, I don't think this was reasonable. So, on the evidence, I think it's more likely than not that by installing the two tanks British Gas has caused the problems with Mr J's water system.

Mr J has been advised by a private plumber to have a megaflo system installed. British Gas says this would be an upgrade and so wouldn't be covered by the policy. But Mr J has had recurring problems with his water for the past two years. This has caused him considerable inconvenience and distress. So I think it would be reasonable for British Gas to exchange the current two tanks for a megaflo system. I also think its fair for British Gas to cover the cost of replacing and installing a new shower and pay him the £200 compensation recommended by our adjudicator. I'm upholding Mr J's complaint.

my final decision

I'm upholding Mr J's complaint. I require British Gas Insurance Limited to do the following; pay Mr J compensation of £200, cover the cost of replacing and installing a new shower and cover the cost of installing a megaflo system.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 25 May 2016.

Jocelyn Griffith
ombudsman