

complaint

Mr M complains that British Gas Insurance Limited acted unfairly and unreasonably when dealing with his policy. He wants an apology and more compensation.

background

Mr M was a landlord who had a Homecare policy for a property he rented out. The toilet started to smell and Mr M said that a number of plumbers attended from October 2017 onwards without sorting out the issue. In January 2018, Mr M said that a plumber removed the toilet and said that the problem had been caused by rats chewing through the waste pipe. The plumber then replaced the waste pan connector but Mr M said that the repair then wasn't completed until May 2018 as the toilet still smelt. Mr M said that in April the plumber made a contradictory report about the toilet and then charged him for the cost of replacing the waste pipe and the related work. Mr M was unhappy about the length of time it took British Gas to repair the toilet, that the original diagnosis was incorrect and said that the plumber said he'd taken action which he hadn't as the repairs weren't done in January.

Mr M complained to British Gas and received £200 compensation for the trouble and upset caused by the multiple visits. Mr M complained again, and noted that he'd been charged for the repair and had to pay for his tenant to stay elsewhere during the repair work in April. Mr M then complained to this service, saying that he'd had to take medication for stress caused by British Gas' actions and harassment by the tenant.

The investigator's view was that British Gas was at fault. She said that Mr M first reported the toilet problem in November 2017 and nine appointments followed until April 2018 – she thought this was too many appointments. The investigator didn't accept that the difficulties between Mr M and the tenant contributed to the delay, and thought that it was poor that even after January, three more appointments were required until the toilet was sorted out. While she accepted that Mr M personally wasn't affected by the toilet issue (and we wouldn't award compensation to the tenant or in respect of the tenant suing Mr M), the toilet issue worsened the relationship between him and the tenant and caused Mr M distress. The investigator said that British Gas should pay another £150 compensation to Mr M for his trouble and upset.

Mr M disagreed. He said that he'd been charged for the toilet repair, but if the waste pipe was leaking Mr M thought it should've been fixed in January, not April. Mr M also pointed out that in January, he'd consented to the waste pipe being replaced and there was no mention of a poor original installation in January, unlike April. Mr M thought all of the work should've been covered by his policy and the plumber deliberately left the work uncompleted in order to make more money. British Gas didn't respond to the investigator's view.

my provisional decision

In my provisional decision, I said:

"I asked for more information from the parties about various parts of the complaint. British Gas provided further information about the toilet – it said that the pan connector had been eaten through by rats before January and it was replaced as a short term fix (other work was also carried out). It said that Mr M had been told this and that the floor would need to be removed to reinstall the waste pipe which appeared to have been badly installed. British Gas pointed out that repair of items badly installed was excluded from the policy, which was why Mr M had to later pay for the main repair work. It commented that the engineer noted Mr M and the tenant were in dispute during his visit.

I also asked Mr M for more information about the legal claim he said that the tenant had brought against him due to British Gas' failings and the alleged harassment, as well as for evidence that Mr M paid for the tenant to stay elsewhere. Mr M provided evidence of money that he paid to the tenant to stay elsewhere and confirmed that no legal proceedings had yet been issued, though a pre-action letter had been received (a full copy was not given to this service, despite being requested, so I couldn't see if more than just the British Gas issues were raised). Mr M said that the engineer told him just using putty around the toilet would complete the job, but the engineer's advice later changed in April.

Mr M summarised the actions of the tenant that he felt was harassment but didn't provide copies of all of the messages involved. I've considered the messages shown to me, and while it's clear that the tenant was unhappy about the toilet, I don't think they could reasonably be described as harassment. Mr M also didn't provide any independent expert evidence that the actions of the tenant or British Gas caused his health issues, or why the waste pipe needed replacement.

In light of the evidence received, I'm not persuaded that Mr M should receive compensation for any future claim by the tenant or in respect of the alleged harassment or effect on his health. Mr M hasn't shown that these are due to the unfair or unreasonable behaviour of British Gas.

Mr M has drains cover as part of his policy and this includes the repair of internal waste pipes, but with exclusions; if the waste pipe was originally poorly fitted, its replacement is not covered by the policy. I considered the issue of the toilet and what happened. There's a clear dispute in the evidence given by the parties. Mr M says that he wasn't told that the whole waste pipe needed replacing due to poor installation and was given to understand in January that replacing the pan connector and using putty would suffice. British Gas says Mr M was told the pan connector was a temporary fix and the whole waste pipe would need replacing (which wouldn't be covered by the policy). I can see from the tenant's messages their view echoed that of British Gas' position. British Gas' paperwork in January refers to the waste pipe being the issue.

I wasn't present during the meeting between the engineer and Mr M in January so I have to decide what's more likely than not to have happened based on the evidence available to me. I think Mr M was told that the problem was the waste pipe (as it's on the paperwork). I think it's also possible that there was a miscommunication and Mr M genuinely didn't understand that further work was required, but I can't make a firm finding. Given taking up the floor and replacing the waste pipe (at Mr M's expense) was significant work (resulting in the tenant having to sleep elsewhere), I think it was fair and reasonable for it not to be done at the January visit. As the tenant was always likely to want to stay elsewhere while work was done, I don't think that it's fair or reasonable for British Gas to pay this cost.

But I also think that the number of visits overall was excessive to fix the problem, and caused Mr M inconvenience and stress. I also don't think British Gas dealt with Mr M and his complaint at all well. While complaints handling isn't a regulated activity dealt with by this service, we can look at whether a business has generally acted fairly and reasonably. British Gas didn't deal with Mr M's complaint and its final response letter didn't address the issues raised. In my view, it continued to fail to deal with the issues raised by Mr M. I think this increased Mr M's upset.

Money never truly compensates for trouble and upset, but having considered all the evidence and the circumstances, I think Mr M should receive more compensation. On top of the £200 paid by British Gas, I think Mr M should receive another £250. Mr M still clearly very upset, had to attend the property on a number of occasions and contacted British Gas often to try to resolve matters. His distress was worsened by the unfair and unreasonable way British Gas dealt with his complaint."

my findings

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

British Gas accepted my provisional decision, but Mr M appeared to disagree. He disputed my observation that it appeared rats had chewed through the waste pipe and said that it had been the pan connector which had been chewed. Mr M didn't accept that the waste pipe had originally been poorly installed (but didn't provide any independent evidence on the point) and was adamant that British Gas' actions alone had caused him to suffer anxiety and sleep deprivation.

I remain of the view set out in my provisional decision. The pan connector and the waste pipe are all part of the waste system and my summary of the background was based on what the parties told this service. I can only make decisions based on the evidence available to me, and there's no independent evidence to counter the view of British Gas' specialist engineers about the issues with the original installation or to show that Mr M's health issues were caused by British Gas. I accept that British Gas hasn't acted fairly or reasonably for the reasons I've set out above, and note it has accepted my provisional view. Mr M hasn't given any reasons or evidence to persuade me that the compensation should be increased further.

my final decision

My final decision is that I uphold the complaint and British Gas Insurance Limited should pay Mr M an additional £250 compensation for his trouble and upset. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 4 August 2019.

Claire Sharp
ombudsman