

complaint

Mr H complains about how British Gas Insurance Limited (BG) dealt with his Homecare insurance claim. My references to BG include its agents.

background

On the 9 August Mr H contacted BG about a problem with the mixer tap for his shower. He says BG's contracted plumber who attended his home on 13 August struggled with the work and wasn't able to fix the tap so ordered a replacement. The appointment made for 15 August was rearranged at short notice to 16 August.

Mr H says when the plumber returned he again struggled with the work and caused a leak which he said was fixed. A few days later Mr H noticed water marks on his ceiling where the water from upstairs had been leaking. Mr H contacted BG on 20 August and the same plumber attended that day. He capped the water to the shower pump hose as the water pipes were near the electrics.

BG's plumber's report of 20 August said the shower pump had been installed incorrectly and he told Mr H to get an electrician urgently to disconnect the electrics as it was dangerous.

Mr H complained to BG that its plumber had caused the leak and the family had been left with no working shower. He says BG's plumber refused to attend again. BG says there's no record of the refusal and it has no such call recording.

Ultimately Mr H arranged for his own plumber and electrician to do the work.

BG offered to refund the cost of Mr H's plumber, half the cost of his electrician, £30 towards ceiling paint and £50 for distress and inconvenience.

Mr H complained to us. He says BG should pay for the full cost of the electrician, the cost of someone to paint the ceiling and more compensation.

BG told us the electrical work wasn't covered by the policy. It sent photos its engineer took showing a dislodged pipe and a large water mark leading down the back wall and a wet floor under the bath. BG said the leak had already happened before it did any work.

Our investigator thought BG's offer was fair.

Mr H doesn't agree and wants an ombudsman's decision. He says BG's photo was taken after its engineer caused the leak.

my findings

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

I need to decide whether BG made a fair and reasonable offer, and I think it did. I don't uphold this complaint. I'll explain why.

BG's plumber should have attended to reconnect the water to the pump. So it should refund the full cost Mr H paid for a private plumber, and its offer included those full costs.

The electrical work Mr H needed isn't covered by the policy as electrical work for shower pumps is excluded. Mr H says the pump itself didn't need any electrical repair; the issue was it wasn't attached to a fused independent switch. Mr H's electrical invoice says the work done was for the 'shower pump circuit' so I think BG can fairly say the work was excluded.

Also, the policy excludes improvement or update work. BG's sent us a report by its engineer dated 31 March 2016 which says 'pump not correctly installed quoted (for) install correctly'. Mr H's electrician's invoice says the work done on the shower pump was 'domestic alterations and additions'. So I think BG can also fairly say the electrical work was improvement or upgrade work and excluded by the policy.

So I don't think BG needed to offer to pay for any of the electrical work. It offered to pay half the cost, about £55, so that's more than fair.

BG disputes it caused the leak, although it offered £30 for paint costs. I've seen BG's photos. I've seen what Mr H says about when the leak occurred. I don't know if the photo shows a leak caused due to BG's work or not.

In these circumstances the fair outcome is for BG to make a contribution to the redecoration costs. From the photos the water stains don't look extensive and Mr H hasn't evidenced why he would need a professional decorator. He hasn't sent us information about what the redecoration costs would be, but given the damage I think BG's £30 offer is a reasonable contribution.

Mr H was distressed and inconvenienced by BG's service. I can't say BG caused the leak but his shower was capped for several days without BG taking action. Mr H says his family had to wash in buckets of water in the bath. Mr H is the sole policyholder so the only person I can award compensation for, but he would have been upset by his family's situation. However, overall I think BG's offer of £50 was reasonable when taking into account its offer already included about £55 more than I think it needed to pay, as I've explained above.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 18 April 2019.

Nicola Sisk
ombudsman