

complaint

Mrs C complains that British Gas Insurance Limited is responsible for poor service under a home emergency insurance policy.

background

Where I refer to British Gas, I refer to the insurance company of that name and others for whose actions I hold that company responsible. That includes its associated plumbing and drainage company and its engineers. It also includes its associated company that dealt with the claim that British Gas had caused damage.

Mrs C had a Homecare policy that covered her central heating. On 12 November she contacted British Gas to report a fault with a tap in her upstairs bathroom. She took out further cover for her plumbing. On 13 November 2018, an engineer visited her and replaced the hot and cold taps.

She complained that the engineer was responsible for leaks which caused damage to the ceiling and walls of the downstairs toilet. In January 2019, a claims-handler said Mrs C had caused a leak by knocking a pipe under the sink.

our investigator's opinion

Our investigator didn't recommend that the complaint should be upheld. He thought that British Gas had dealt with Mrs C's complaint fairly. He thought that the leak that Mrs C was complaining about wasn't present when the engineer left.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mrs C and to British Gas on 12 June 2019. I summarise my findings:

The new taps were fitted through holes in the sink. The engineer connected the shiny new metal below the sink to the old copper pipes.

The engineer's own evidence points to one of those connections having lasted almost no time at all. And I didn't find it fair to blame Mrs C for the leak. I found that the engineer had fallen below a reasonable standard of work.

I'd thought about the distress and inconvenience British Gas caused Mrs C through the leaks and by the way it dealt with her complaint.

Subject to any further information from Mrs C or from British Gas, my provisional decision was that I was minded to uphold this complaint in part. I intended to direct British Gas Insurance Limited to pay Mrs C £100.00 for distress and inconvenience.

British Gas says it has nothing to add in response to the provisional decision.

Mrs C disagreed with the provisional decision. She says, in summary, that:

- British Gas took a direct debit of £130.21 on 22 November 2018.

- The British Gas plumbing company discrediting of British Gas taps shows that British Gas is giving customers cheap quality products.
- Late in the evening on 13 November 2018, her call to British Gas lasted over an hour. She was very upset by the damage to her ceiling and worried about dampness close to electrical light fittings. The British Gas customer officer definitely told her not to use the toilet downstairs. He said this was to avoid damage to the house electrics. He had also told her not to use the new taps until he could get another plumber to come around in a day or two. For 5 days her family was unable to use the toilet downstairs and upstairs bathroom sink.
- She told the customer officer she wanted to rescind the plumbing cover.
- She never mentioned any policy excess in her conversations with British Gas.
- It is unjust not to order a cancellation in this case.

my findings

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

Mrs C renewed her central heating cover for a year from October 2018 at a cost of about £168.00.

From its file note, I think she contacted British Gas on 12 November about a problem in her bathroom. The file note refers to a fixed fee of £69.00. So I don't think British Gas said it couldn't cover the fault if it was pre-existing. Rather I think it said that if Mrs C added plumbing and drainage cover it would send an engineer to fix the fault for a fixed fee of £69.00.

In the event, Mrs C added plumbing and drainage cover at an additional cost of £90.58 and also home electrical cover at an additional cost of £39.63. That's a total of £130.21. The additional cover was put on the existing policy. So each element of the cover was for the remaining period to October 2019.

British Gas has sent us some policy terms. They refer to an excess or fixed fee as though they are the same thing.

The only two people with direct knowledge of what happened on the visit of 13 November are Mrs C and the engineer. The nearest we have to evidence from the engineer is a British Gas file note dated 16 November. It includes the following:

"I discussed this matter with the operative who advised me that when he attended on the 13/11 he fitted the standard BG taps (he also left quotes for additional work) and on completion he showed the work to the customer who signed of (sic) the checklist. When [named engineer] left he was in the van and the customer came out of the property and called him back in as there was a leak. [Named engineer] said he went back in to look at it and said that the customer had twisted the connector possibly by putting cleaning products back in place. [Named engineer] advised that there was water pouring out and that there was an open end which he resolved and then left.

[Named engineer] *told me the customer had only called him back that one time.*
[Named engineer] *checked for any damage and said that there was none present.*"

I have added the underlining. I will return to this to draw a contrast with a later email.

I have no reason to doubt Mrs C's statement that the engineer was critical of the quality of the standard British Gas taps and tried to sell her some others. But Mrs C didn't buy the other taps. And she hasn't shown that there was anything wrong with the quality of the standard taps. So I don't hold British Gas at fault for what the engineer said.

Mrs C made a telephone complaint that evening. British Gas hasn't provided a recording. But its file note refers to leaks (plural) since the repair. British Gas made a list of what Mrs C wanted. That included reassurance that the taps were fixed. It also included repair of the water damage. It also included the following:

"excess to be wiped due to these issues"

So Mrs C didn't want to pay the £69.00. But the list of what Mrs C wanted didn't include cancellation of the plumbing and drainage cover. So I find that Mrs C is mistaken that she asked for that on 13 November.

I accept that Mrs C was worried about using the taps in the bathroom sink. I think she was also worried about damp affecting the light fitting on the ceiling in the toilet downstairs. But the British Gas file note didn't say that British Gas advised her not to use those taps or that toilet. So I'm not persuaded that it gave any such advice.

On about 18 November, a second engineer visited and looked at the damaged ceiling. He offered to arrange repair and repainting. But Mrs C didn't want the plumbing and drainage company back in her house.

I can see from its file that British Gas on 18 December wrongly believed that Mrs C was making a claim on her home insurance. I think this was because of the file note about wiping the policy excess.

I accept that Mrs C had to chase British Gas for a response to her complaint. And when she rang on 4 January, British Gas said her claim was closed because she had decided to claim on her home insurance. I don't doubt that she found that irritating.

British Gas should've sent a final response by about 8 January. It didn't do so. But that didn't cause much delay in Mrs C bringing her complaint to us on 15 January.

By the time a senior claims-handler emailed Mrs C on 18 January, she said the following:

"The reason for the leak was that when placing back your cleaning products into the cupboard you had accidentally knocked the sink fitting, causing it to leak."

So – in contrast to the file note of 16 November - "*twisted*" had become "*knocked*" and "*possibly*" had become "*The reason*" and "*back in place*" had become "*the cupboard*". I think the claims-handler should've been more careful.

In response, Mrs C sent an email with some further details and photos. The photos show a sink supported by a pedestal. There is no cupboard.

Mrs C says that British Gas sent someone else to repair the damage on 2 February. Our investigator wrote his opinion on about 14 February, wrongly believing that – having offered on 18 November to do so – British Gas had withdrawn its offer to do a repair.

I think the investigator had drawn an incorrect distinction between the taps and the fittings under the sink. From the photos, I think that the new taps were fitted through holes in the sink. The engineer connected the shiny new metal below the sink to the old copper pipes.

The engineer's own evidence points to one of those connections having lasted almost no time at all. And I don't find it fair to blame Mrs C for the leak. I find that the engineer had fallen below a reasonable standard of work.

So I find it only fair and reasonable that British Gas not only fixed the connections but also – after she brought her complaint to us – repaired the damage to the downstairs toilet. I find it strange that the latest information from British Gas was that it was moving forward with the repairs.

I've thought about Mrs C's request that British Gas should cancel the plumbing cover and refund her. But she had made a claim and British Gas had done a repair. And I haven't seen enough evidence that Mrs C asked for cancellation until she contacted us in response to the investigator's opinion. So I don't find it fair and reasonable to order a cancellation and refund of the plumbing and drainage cover.

Instead I've thought about the distress and inconvenience British Gas caused Mrs C through the leaks and by the way it dealt with her complaint. Overall, I find £100.00 fair and reasonable compensation for this.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct British Gas Insurance Limited to pay Mrs C £100.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 9 August 2019.

Christopher Gilbert
ombudsman