

## **complaint**

Ms M isn't happy with the offer British Gas Insurance Limited (BGIL) made to fix some damage she says was caused by their appointed plumber.

## **background**

Ms M claimed on her Homecare policy in June 2016 after her tenants reported that one of the bath taps wouldn't turn off. BGIL's plumber visited the property on 8 and 11 June to fix the problem but Ms M says he damaged various things in the bathroom while doing so.

BGIL wasn't sure the plumber did cause the damage but agreed to pay for it to be repaired as a gesture of goodwill. They instructed a company who said they could repair the damage but Ms M thought that company would only disguise it rather than repair it. She said the bathroom had been recently refurbished at a cost of £10,000. And the damage could only be put right by replacing the bath and the damaged tiles.

BGIL wasn't willing to do what Ms M wanted. It again offered to send the repair company to do the work, or said it would pay Ms M the equivalent cost of the repair – £350. Alternatively, BGIL said she could make a claim under her home insurance. Ms M didn't accept.

I sent a provisional decision to Ms M and BGIL explaining why I thought BGIL's offer was fair. I said in summary that:

- I thought it was clear the plumber would've had to remove the panel on the side of the bath to change the tap. But I wasn't convinced I could fairly say he damaged the bathroom in the way Ms M described. I'd seen emails between her and her tenants from June 2016 which talked about the bath panel being removed and possible damage to the bath. But there were no contemporaneous photographs of this, no mention of any tile damage and no further clarification was provided even after Ms M asked the tenant to do so. She then didn't follow this up or report it to BGIL until September 2016, after the tenants left the property.
- Ms M asked the company that supplied her bathroom to comment on the damage and whether it could be fixed. But the company's representative wasn't present when the plumber visited and nothing they said made me think it was more likely than not the plumber caused the damage. And I couldn't rule out the possibility the tenants caused the damage themselves. Ms M had said the bathroom was renovated recently but I didn't think the photos she provided showed it was particularly well-maintained. And I thought that could be indicative of the way the tenants conducted themselves. The damage could have happened before the plumber visited and the tenants just didn't mention it to Ms M or it could've happened afterwards.
- Despite the above, BGIL had already agreed, as a gesture of goodwill, to repair the damage or pay Ms M £350. So I went on to consider whether that offer was fair and reasonable in the circumstances. Ms M said the company BGIL offered to appoint wouldn't fix the damage, they'd only disguise it. But I'd had a look on their website and saw they talked about repairing and resurfacing. And I'd seen no professional opinions which say they wouldn't be able to rectify the damage.
- Overall, and given I hadn't found that BGIL was responsible for the damage, I thought BGIL's offer was fair and reasonable.

BGIL had nothing further to add after reading my provisional decision. But Ms M didn't accept what I'd said. She provided more detail relating to her communications with her tenants around the time the plumber visited and after the tenancy ended. She also said, in summary, that:

- She checked the bathroom in September 2015 (when the tenants moved in) and the following November and the damage wasn't there then. She has always properly maintained the bathroom and it was wrong of me to suggest otherwise.
- She believes the damage was caused by the plumber – he broke off a chunk of the bath trying to get the bath panel off to access the tap and then just stuck it back on. He should've left some paperwork with the tenants and taken photos of the job but didn't do so.
- Her tenants told her about the damage on 8 June and sent her some photos. But after the plumber visited the second time she asked if everything was in good working order and they told her all was well. It's not her fault she didn't take action sooner, she relied on her tenants' assurance that there were no problems that needed further action. A third party inspected the property when the tenancy ended and found the damage. She reported this promptly to BGIL. She then asked the tenants for their comments about the damage – one of them made some further comments after they all initially refused to do so.
- I said that she didn't report the damage to BGIL until September 2016 but I was wrong. BGIL's notes show she reported it on 9 June 2016 and BGIL did nothing about it.
- She doesn't think BGIL would've agreed to repair the damage done to her bathroom unless they thought it was likely caused by their employee. If liability does have to be determined then that should be done on the balance of probabilities. And she thinks it's more like than not BGIL's plumber caused the damage.
- She has spoken with the repairers that BGIL offered to appoint. They described the process they use to make repairs and the limitations of those repairs. From that she determined the proposed work would only disguise, and not repair, the damage to her bathroom. BGIL should pay for a replacement bath and tiles which, with installation, she estimates would cost £2,500 to £3,000 – that's far less than the £350 BGIL have offered.
- BGIL handled her claim poorly and she should be compensated for this.

### **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so I'm not persuaded to change my mind – I'll explain why.

Despite what Ms M thinks about BGIL's motivation for offering to repair the damage, they have said more than once that they don't accept liability for it – they can't be sure their plumber caused the damage. And that's why I addressed that point in my provisional decision. As Ms M points out, we have to consider what both parties have said and provided and make a decision on the balance of probabilities. And on that basis I still can't say it's more likely than not the plumber caused the damage.

Since making my provisional decision Ms M has told me more about her situation and shared some additional emails that passed between her and the tenants. She's also shared extracts of other emails, but wasn't willing to show me the actual emails. So I can't be sure exactly what the tenants said. But what I do note from everything she and BGIL have said and provided is:

- About 10 months passed between Ms M last seeing the bathroom and the third party finding the damage. Quite a lot could have happened in that time.
- One of the tenants emailed Ms M on 8 June after the plumber first visited and said the plumber had difficulty removing the bath panel and *may* have damaged the bath. He didn't give any detail about the damage and, importantly, this tenant wasn't actually present during the plumber's visit.
- Ms M asked the tenants for photos and more detail about the bath damage. I've now seen the photos they sent her, but they're very grainy and I can't make out any damage. The only real 'damage' noted in the related emails Ms M has sent me was that the mirror screws on the bath panel were missing and the tenants didn't know where they were. Ms M says she got another email which said the damage amounted to a "*small piece of wood*" that the plumber had fixed and "*it is not noticeable*" but I haven't seen the email itself so can't rule out the possibility it said other, relevant, things too.
- After the plumber visited the second time on 11 June, Ms M asked all three tenants if the tap problem had been resolved and everything was in good working order. The tenants said the issue was resolved. Ms M then asked if the plumber had put everything back as it was before, because if there were any problems she'd need to report them to BGIL. And the tenants confirmed that everything was as it should be. I think Ms M was quite explicit in her requests to know if there were any problems with the work the plumber had done and/or the state he'd left the bathroom. So I have difficulty understanding why the tenants wouldn't have again mentioned the damage to the bath if he'd caused it and repaired it in the poor way Ms M has described.
- As Ms M pointed out, I did make a mistake when I said she didn't report the damage until September 2016 and I apologise for that. But I don't think that changes anything. BGIL's notes show she mentioned potential damage to BGIL on 9 June 2016 – the file note refers to the plumber having broken "*something*" and Ms M wanted an explanation. But she didn't follow it up again until September because she subsequently thought, given what her tenants had told her, that there wasn't actually a problem. So I can understand why Ms M didn't mention the damage again to BGIL at that point. It's not clear why BGIL didn't follow up Ms M's enquiry at that time, but perhaps it was because the plumber was due to return to the property within a couple of days. As the matter wasn't investigated at that time I can't know what such investigations might have revealed. I know Ms M would have liked BGIL to try and contact the plumber to get his recollections. But I understand he's now changed employers and, going by previous experience, I'm not convinced they could have got a statement from him when they investigated her claim in September 2016 even if they'd tried. And knowing the reason why he left their employment wouldn't prove he'd damaged Ms M's bathroom.

- Ms M questioned the tenants further after the tenancy ended and the damage found. The tenant who was present when the plumber visited then said the plumber had difficulty getting the bath panel off. He apparently used a knife to cut away some of the adhesive around the panel and then used some pliers to remove it. And *“The process of removing the panel caused damage to the panel and also caused (what I would consider to be) a small chunk of the bath to be broken away from the bath...the plumber then reattached the piece of the bath using an adhesive.”* Ms M also says the tenants corrected what they’d originally said in June about the damage. Apparently, when they’d previously referred to the damage being to a *“chunk of wood”* they actually meant the damage was to the side of the bath. It’s not clear if Ms M has drawn this conclusion from the email she’s sent me and which I’ve quoted above or from another email which she hasn’t shared. But, either way, it seems a strange mistake to make when describing the damage – the bath itself isn’t made of wood.

I think it’s possible the plumber could have cracked the bath and damaged the tiles given there’s no dispute he needed to remove this panel to fix the tap. The tiles in question are on the bath panel and the crack is above the panel. But the tenants have given confusing and conflicting reports. And they (rather than Ms M) don’t seem to have maintained the bathroom very well. As I said in my provisional decision, it may be the care exhibited in the bathroom is indicative of the way the tenants conducted themselves. And they may well have caused the damage and not told Ms M about it. Overall, I don’t think I can say it’s more likely than not the plumber was responsible for the damage.

Because of that I still don’t think it’s fair to tell BGIL to undertake the repairs Ms M has asked to be done. And I don’t think the way they handled the claim and complaint means they should pay Ms M any compensation.

I still think the offer BGIL made, as a gesture of goodwill, is a fair one. As BGIL described, Ms M can either let the proposed company try to fix the damage, or she can accept the £350 BGIL has offered, or she can try raising a claim through her household insurance. Or, if she wants to make a claim against BGIL through the small claims court – as she noted in response to my provisional decision – then she can reject this decision and do that instead.

### **my final decision**

My final decision is that the offer British Gas Services Limited made is fair.

Under the rules of the Financial Ombudsman Service, I’m required to ask Ms M to accept or reject my decision before 7 July 2017.

Ruth Hersey  
**ombudsman**