

## **complaint**

Mrs C has complained about the way British Gas Insurance Limited (BG) dealt with a claim she made on her home emergency policy and because she says it failed to repair damage caused by its engineer.

All references to BG include its agents.

## **background**

I issued a provisional decision on this complaint earlier this month. An extract follows:

*"In June 2018 Mrs C made a claim to BG so it could investigate some leaking pipes at her property. One of BG's engineers attended the property and Mrs C asked him to look at three separate taps that had been dripping.*

*Mrs C said the engineer broke her bathroom sink while he was replacing the taps. She said he also tried to replace the stopcock but it also broke and left without completing the work.*

*She said before she realised the engineer had broken the sink, he asked her daughter to sign a blank form saying this was to confirm he'd been there. Mrs C said he later wrote on the form saying that there was a risk the sink would crack- but this was after he'd broken it. Mrs C said the engineer told her he'd come back and replace the sink if she was prepared to buy a new one which she reluctantly agreed to. But he didn't come back to do this work.*

*Mrs C has told us that she is disabled and suffers from a number of medical conditions. She says she needs to have a working sink and that she relies on it heavily because of her disability and other conditions.*

*Mrs C complained to BG and reported some further leaks a few days later which BG repaired. Also an engineer came to her house around ten days after the first engineer and completed all the remaining repairs apart from the sink. She said he told her he couldn't touch the sink as it was the subject of a complaint.*

*BG initially rejected Mrs C's complaint. It said Mrs C's daughter had signed a form confirming that the engineer had warned her the sink might crack because of its age before going ahead with the work. BG said Mrs C agreed for the work to go ahead regardless. But it offered £30 for the delays in investigating the complaint.*

*Mrs C wasn't happy and complained to us. Our investigator initially upheld the complaint in full. He said the BG engineer had completed the form incorrectly by selecting the wrong disclaimer box. He said this showed he didn't adequately explain the risks of the sink cracking before he did the work. He also said because Mrs C relies on the sink so much he found it unlikely that she would agree to the work going ahead. He said BG should replace the sink, the taps and pay Mrs C £150 for the distress and inconvenience it caused her.*

*BG still didn't agree it was responsible for the sink but agreed to replace the taps and pay the compensation. BG later agreed to pay for a new sink to be fitted if Mrs C were to pay for the sink. Both parties agreed and BG provided a quote for £108 which Mrs C didn't agree to. She said the shape and type of sink wasn't suitable and found an alternative sink herself. Our investigator provided this information to BG but it didn't respond.*

*As the complaint hasn't been resolved it has been passed to me for a decision.*

### ***my provisional findings***

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

*As BG agreed to replace the taps I don't think I need to deal with this issue in my decision. But I will look at the amount of compensation to be awarded and also the issue of the sink.*

*did the engineer warn Mrs C and her daughter before the sink became damaged?*

*The parties disagree on whether the engineer warned Mrs C the sink would crack before or after he broke it. Each has provided their own evidence which I need to consider in order to decide what's more likely to have happened.*

#### ***Mrs C's evidence***

*Twenty days after the first engineer's visit, which led to the sink being damaged, Mrs C wrote a six page letter of complaint to BG detailing what she says happened that day and also during the other two visits. She also provided photos of the damaged sink and stopcock.*

*In her letter Mrs C said she was at the property with her daughter. She said they watched the engineer try to repair the dripping bathroom sink taps. She said the engineer told her he'd have to replace the taps and the stopcock and brought a pipe from his van in order to do so. At that point, Mrs C says, he told her and her daughter that they didn't have to watch so they went into another room.*

*Mrs C says the engineer then came out of the bathroom and asked her daughter to sign a blank form saying this was to*

*confirm he'd been there. She says they had no reason to be suspicious so she did. Mrs C said the engineer then told them he wasn't personally responsible for any damage and went outside to call someone. She says this made her suspicious so she checked and saw that the sink and stopcock had been damaged and both taps were missing.*

*According to Mrs C, the engineer wrote on the form that the sink might crack but this wasn't there when her daughter signed it. She said the phone number on the completed form is their old home number which they haven't used since 2014. And if the form had been completed before her daughter signed it, she would've updated the number.*

*Mrs C's daughter has largely corroborated what her mother has told us.*

*BG's evidence*

*I've looked at BG's notes and the form completed by the engineer.*

*As I said above, there is a disagreement as to what information was on the form when it was signed. On the one hand, it's unclear as to why Mrs C's daughter would sign a blank form. On the other, the engineer ticked the wrong disclaimer box- the one about potential damage to bath panels, tiles and boxing- instead of the one about taps. So, it is also arguable that he didn't properly explain the risks to Mrs C. But the form does also say that the sink might crack when replacing the taps though Mrs C says this was also added later. She says if the form had been filled in when her daughter signed it, she would've replaced their old phone number with the new one. I think either side's explanation is equally plausible and for that reason I don't think I can take the form into account when deciding what's likely to have happened.*

*After Mrs C complained, BG went back to the engineer who said he did the work after the form was signed and repeated that he'd warned Mrs C the sink might break. The engineer also said he was shocked by Mrs C's and her daughter's behaviour towards him because they took the form from his bag and wouldn't give it back. From what I've seen, Mrs C doesn't deny she took the form from the engineer. She says this was after she realised he'd written something on it but it seems she later gave it back.*

*I've compared the level of detail in the letters provided to us by Mrs C and subsequently her daughter to the evidence provided by BG's engineer. Mrs C and her daughter's evidence contains the most amount of detail. They've also been consistent in what they told BG and us throughout the claim and complaint. Whereas BG has only provided a brief explanation of what its engineer said happened. Based on this, it seems to me that Mrs C and her daughter have a better recollection of what took place that day. Also as our investigator said I think it's unlikely Mrs C would've agreed for the work to go ahead if, as she says, she is so reliant on the sink. At least not without sourcing a new sink first. For these reasons, on balance, I don't think that the engineer explained there was a risk the sink would break before he broke it. So I think it's more likely than not that Mrs C wasn't aware of that risk when she agreed for the engineer to replace the taps.*

*should BG provide a replacement sink?*

*Mrs C had two other BG engineers visit her shortly after the first one. She said she found them both pleasant and that they were able to complete the necessary repairs during their visit- which BG doesn't deny.*

*The third engineer finished the work the first engineer had been asked to do. From what I've seen, he did so within a short*

*space of time and didn't really explain why the work wasn't completed by the first engineer. I understand he was able to replace the stopcock and the leaking fresh water pipe in the bathroom and also the kitchen tap. Mrs C said the third engineer also said the first engineer fitted the wrong pipe on the stopcock which led to a leak. She said he told them the first engineer confused imperial with metric. I find this credible as I think it's unlikely someone who's not a professional engineer/plumber, like Mrs C, would've come up with this terminology themselves. Also the fact that the third engineer seems to have replaced that same pipe- which BG's notes say was "unfortunately" still leaking- suggests to me that the first engineer fitted the wrong pipe.*

*So, I can't see why the repairs weren't completed during the first visit. BG has provided no reason for this. And bearing in mind the work required doesn't seem to have been impossible to put right in one visit (as demonstrated by the third engineer) I think, on balance, the work done by the first engineer was poor. And I think it's more likely than not that the damage caused to the sink was down to the engineer rather than due to the sink's age. But even if I didn't, as I also think the engineer damaged the sink without explaining the risks to Mrs C and her daughter, I think BG should be responsible for the installation of a new sink as well as the taps. And I think BG should pay for a new like-for-like sink.*

*distress and inconvenience*

*I note Mrs C has been without a bathroom sink for six months. She said she is disabled and suffers from conditions that mean she relies on the sink more than others. I have no reason to doubt this and note Mrs C has consistently told us and BG about her conditions and how much she relies on the sink. She says she's had to use bowls and jugs instead. Bearing in mind that I think BG is responsible for damaging the sink I think it*

*should pay Mrs C compensation for the distress and inconvenience being without a sink has caused her. Our investigator suggested £150 but I think £300 is more appropriate especially since Mrs C has been without a sink for a longer time than when he considered the complaint.*

### ***my provisional decision***

*For the reasons above I'm considering upholding this complaint and requiring British Gas Insurance Limited to do the following:*

- Pay for and install a new like for like bathroom sink and taps for Mrs C including providing all the necessary pipes, connections and anything else required to get the sink to work. I note Mrs C has asked that the new sink has a mixer tap rather than two separate ones. If there is no additional cost to this I think British Gas should provide this. If there is an additional cost it must inform Mrs C to see if she is prepared to pay the difference.*
- It must also dispose of the old sink and taps, pipes and anything else no longer required, free of charge.*
- Pay Mrs C £300 for the distress and inconvenience it caused her."*

### **developments**

The parties had until 18 January 2019 to respond to my provisional decision. BG hadn't responded by the deadline. Mrs C made a number of comments including the following:

- She asked that I give BG a deadline by which to comply with my final decision so that there are no more delays.
- She'd like the opportunity to approve the sink before BG arranges for it to be fitted.
- She'd like BG to use an alternative engineer as she doesn't want to deal with the same company as before.

- She'd like to be given the engineer's available dates in advance so she can arrange for her daughter to be there during the appointment.
- She will also be happy to have two taps instead of a mixer tap as long the new sink has the same dimensions as her old sink.
- She wanted to clarify that the engineer didn't have a toolkit but brought his equipment from his van. Also she didn't return the form to him, he just took a photo of it from her daughter's phone.

## **my findings**

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

The comments Mrs C made are in relation to the redress rather than my findings so I see no reason to change any of the findings I made in my provisional decision.

In terms of the redress I agree that it would be sensible for BG to give Mrs C advance warning so she can make the necessary arrangements, including ensuring her daughter is there, for the appointment. In terms of approving the sink, I think if it is a like-for-like replacement it won't need Mrs C's approval. It would be sensible for BG to let Mrs C see the sink before it's installed but as long as it's the same or a close match (and certainly the same size) as the previous sink I think BG can go ahead and install it. I also won't require BG to use an alternative company to carry out the work unless it already has other companies it uses for this type of work.

I sent these comments to the parties in advance of issuing my final decision. Mrs C thanked me for updating her. BG said it provided a quote to Mrs C for a new sink as it couldn't find a



like for like one. It said if Mrs C is unhappy with this she is welcome to provide BG with three quotes for sinks she is happy with for it to approve.

### **my final decision**

For the reasons above I'm upholding this complaint and requiring British Gas Insurance Limited to do the following:

- Pay for and install a new like for like bathroom sink and taps for Mrs C including providing all the necessary pipes, connections and anything else required to get the sink to work. I note Mrs C has asked that the new sink has a mixer tap rather than two separate ones. If there is no additional cost to this I think British Gas should provide this. If there is an additional cost it must inform Mrs C to see if she is prepared to pay the difference.
- It must also dispose of the old sink and taps, pipes and anything else no longer required, free of charge.
- It must give Mrs C advance notice of its availability so she can make the necessary preparations for the appointment.
- It must use an alternative company to carry out the work but only if it already has a working relationship with companies other than the one that already carried out the work. If it doesn't it may use the company it used before.
- Pay Mrs C £300 for the distress and inconvenience it caused her.

British Gas Insurance Limited must carry out the above within 28 days from the date on which we tell it Mrs C has accepted my final decision. If it pays the compensation later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple\*.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 6 March 2019.

Anastasia Serdari  
**ombudsman**

\* If British Gas Insurance Limited considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mrs C how much it's taken off. It should also give Mrs C a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.