

complaint

Mr S complains that British Gas Services Limited gave him poor service under a home care policy.

background

Mr S had a leak from an upstairs bathroom. He called British Gas for help. He complained that its engineer advised him to remove tiles.

The adjudicator recommended that the complaint should be upheld in part. She concluded that the policy covered up to £1,000 for removal of tiles, but the cost of re-tiling fell on the policyholder. She recommended that British Gas should reimburse Mr S £375 for the cost of removing his tiles.

British Gas agrees with the adjudicator's opinion.

Mr S also agrees with the adjudicator's opinion. But he says that British Gas sent him £375 with a letter which did not say it was in settlement of his complaint.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Where I refer to British Gas I include its agents for whose actions I find it responsible.

I have seen British Gas policy terms including the following:

"7.3 All Other loss and damage

Unless we cause it, we will not be responsible for any loss or damage to property as a result of your appliance or system breaking or failing, including any cleaning needed or damage to fixtures or furniture (for example, damage caused by water leaks).

7.4 Making good

We will fill in any holes and leave the surface level if we have had to make access to your system or appliance so we could carry out a repair. However, we will not replace the original surface or construction (for example, redecoration).

...

7.8 Other Exclusions

We will not include the following:

- Any costs over £1,000 (including VAT) to gain access to your system, built-in appliances, buried pipe work (inside or outside your Home) or wires to make a repair and then make good (see section 7.4)."*

After a couple of visits, British Gas had not traced the leak from Mr S's bathroom. And I have not seen any evidence that it had tried to get access to it.

Mr S says he arranged the removal of bathroom tiles. I find it likely that he did this because British Gas had not done so but instead suggested that he should do so.

British Gas then found and fixed a split in the inlet valve of a concealed toilet cistern.

Mr S has not provided enough detail to persuade me that British Gas ought reasonably to have fixed the leak without the removal of tiles.

And I find it likely that the invoice for £750 was for far more than the cost of removing tiles. From its amount, I find it likely that it included the cost of re-tiling the bathroom: a cost which was not covered by the policy.

So I find it more than fair and reasonable that British Gas offered (after Mr S brought his complaint to us) to pay £375.

It is unfortunate that neither British Gas nor Mr S told the adjudicator that it had sent and he had cashed a cheque for that amount. This was within less than a week after the adjudicator sent her opinion to Mr S. So – whatever the covering letter said - I think that it was clear that the £375 was in line with the adjudicator's recommendation.

I am not at all persuaded that it would be fair and reasonable to order British Gas to pay any more to Mr S.

my final decision

For the reasons I have explained, my final decision is that I uphold this complaint in part. But I do not order British Gas Services Limited to pay Mr S any more than the £375 it has already paid him.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr S to accept or reject my decision before 3 July 2015.

Christopher Gilbert
ombudsman