

complaint

Mr P has complained about the way British Gas Insurance Limited handled a claim made under a home emergency insurance policy.

background

Mr P held a Home Care insurance policy with British Gas, which included cover for repairs to his plumbing.

In June 2018 Mr P reported a leak under his kitchen sink. An engineer visited and told Mr P the tap would need to be replaced. Mr P says the engineer told him he could fit a standard tap but as the existing tap had been specifically purchased to match the sink, Mr P wanted something similar. Mr P says the engineer said he only had standard taps available so if Mr P wanted to buy a new tap to match the sink, he could fit it. The standard tap was fitted in the meantime.

Mr P says he purchased the tap but when the engineer returned to fit it he refused to do so as it wasn't compliant with the Water Regulations Advisory Scheme ('WRAS') standards. Mr P complained. He said if he'd been told the replacement tap needed to meet certain requirements he would've ensured the tap he bought to replace it met those standards. He said British Gas' policy terms also failed to explain this. Mr P asked a plumber to fit the tap for him and this cost £84. He felt British Gas should cover this cost for the poor service.

British Gas offered Mr P £50 in light of the policy terms not being clear about the relevant standards. But Mr P didn't accept this and referred his complaint to our service.

Our investigator upheld the complaint as she thought the engineer should've made it clear to Mr P that he'd only be able to fit the tap if it complied with WRAS standards. If he'd done so, the investigator thought Mr P would've ensured the tap he bought met WRAS standards. So, she recommended British Gas increase its offer to £84 to cover the cost of Mr P's plumber's invoice.

British Gas didn't respond. So, the complaint was referred to me to make a final decision.

I advised British Gas that based on the evidence I'd seen I was also inclined to uphold the complaint. British Gas responded, saying that its terms made it clear that it would only fit parts that it approved. As, the tap Mr P had purchased didn't meet WRAs standards, the engineer correctly declined to fit it. It said Mr P could've returned the tap.

As no agreement could be reached, I'm now providing my final decision on this complaint.

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 upholding it.

The terms of Mr P's policy say:

'Spare Parts

We'll provide replacements with similar functionality but not necessarily the same features or an identical make and model or type of fitting. For example, we may replace a specific design of tap with a standard one from our range or replace electrical fittings with our nearest white, brass or chrome version. Or you can give the engineer a replacement part that you've bought yourself and we approve...'

As British Gas didn't approve the replacement tap Mr P provided (because it didn't meet WRAS standards), I don't think it was unreasonable for the engineer to decline to fit it. But like the investigator, I also think the engineer should've made it clear to Mr P that any replacement tap needed to comply with WRAS standards. As this isn't mentioned in the policy terms, Mr P couldn't have known this. If the engineer had made this clear, I'm satisfied Mr P would've ensured the tap he purchased met this standard.

I've considered British Gas' point that Mr P could've returned the tap, purchased one that met WRAS standards and the engineer could've fitted this one instead. But this seems excessive in the circumstances as it would've caused greater inconvenience to Mr P – he would've needed to return the tap, find a replacement and arrange another appointment for the engineer to fit it.

Overall, I think a fair resolution to this complaint is to cover the cost of the plumber's bill to fit the tap – £84. I understand British Gas sent Mr P a cheque for £50 in line with its earlier offer. If this has since been cashed by Mr P, it should pay him a further £34. If not, British Gas should cancel this and issue a further payment for the full sum of £84.

my final decision

For the reasons set out above, I'm upholding this complaint.

British Gas Insurance Limited should pay Mr P a total sum of £84 to cover the cost he incurred fitting the replacement tap.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 17 February 2019.

Hannah Wise
ombudsman