

complaint

Mr and Mrs L complain that British Gas Insurance Limited gave poor service under a home emergency insurance policy.

background

Mr L had a HomeCare insurance policy covering central heating, plumbing and drainage and home electrics. As Mrs L shared the home, I think it's fair to say she also had the benefit of the policy.

Where I refer to British Gas I refer to the insurance company of that name and I include the associated plumbing and drainage company, its engineers and others for whose actions I hold the insurance company responsible.

Mr and Mrs L have an upstairs bathroom. The bathroom includes a toilet and a basin with a mixer tap. Unfortunately they have had several leaks damaging the ceiling of the kitchen below.

The toilet waste leaked in 2016. Then a tap leaked and had to be replaced. Then the replacement tap leaked and had to be replaced again.

British Gas repaired the ceiling and offered to repaint it. British Gas made an appointment to repaint the ceiling on 1 November 2018.

Mr and Mrs L said that – if the new ceiling paint didn't match the walls - British Gas should also repaint the walls. Someone cancelled the appointment for repainting. At that point in mid-October Mr and Mrs L complained.

British Gas sent its final response on 30 October. After more correspondence, Mr and Mrs L brought their complaint to us on about 30 November.

On about 7 December, British Gas replaced the tap again.

In February 2019 Mr and Mrs L engaged a private plumber to replace the tap again. His invoice was for £170.92.

our investigator's opinion

Our investigator didn't recommend that the complaint should be upheld. She thought that British Gas hadn't damaged the walls. She said British Gas cancelled the appointment but did offer to reschedule this for another day, which she thought was reasonable.

Later the investigator asked British Gas whether it would reimburse the plumber's invoice for about £170.92. British Gas said that, whilst it hadn't been given the opportunity to visit Mr and Mrs L again, it agreed to reimburse their plumber's costs of £170.92.

my provisional decision

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

I found it likely that the British Gas taps hadn't had a wide enough base to fit snugly into the hole in the basin. I found it likely that this allowed movement and leaks. But British Gas had been entitled to fit its standard tap unless and until Mr and Mrs L supplied a different one. So I thought Mr and Mrs L had fallen short of showing that British Gas had supplied taps of a lesser quality than it should've supplied.

Therefore I wasn't minded to find that British Gas caused damage to the kitchen ceiling. And I was minded to find it more than fair and reasonable that British Gas had offered to repaint the ceiling (but not the walls) and to reimburse the £170.92. British Gas had made those offers and it remained open to Mr and Mrs L to accept them.

Subject to any further information from Mr and Mrs L or from British Gas, my provisional decision was that I wasn't minded to uphold this complaint. I didn't intend to direct British Gas Insurance Limited to do any more in response to this complaint.

Mrs L says she has nothing to add following the provisional decision.

British Gas agrees with the provisional decision.

Therefore I see no reason to change my view.

my findings

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

Home emergency insurance usually covers urgent action to stop leaks. It doesn't usually cover putting right damage caused by leaks. Such damage is usually covered by home buildings insurance.

The British Gas policy doesn't cover putting right damage caused by leaks – unless British Gas has caused the damage.

The policy does cover putting right some of the damage caused by making access holes, for example in ceilings. But it only covers filling in holes and leaving a level surface – not restoring the original surface and coverings.

I don't think the policy covers repainting – unless British Gas has caused the damage.

The policy provides that British Gas will supply its standard taps – or it will fit a tap supplied (and paid for) by the customer.

Mr and Mrs L had, I think, three standard British Gas mixer taps and a series of leaks. And I accept that a British Gas engineer led them to believe that its taps weren't the best quality.

After the final response letter, Mrs L said that the only access hole had been for the toilet leak and that hole had been repaired before the tap leaks. British Gas repaired the ceiling again in 2018.

In February 2019 Mr and Mrs L got a different sort of mixer tap. On 8 February she told us that the British Gas tap hadn't been fit for the hole it was filling. And on 13 February her plumber's invoice was for the following:

"for replacement of basin tap, cut out and replace with a tap that has a wider base to cover the hole, re mastic basin"

So I find it likely that the British Gas taps hadn't had a wide enough base to fit snugly into the hole in the basin. I find it likely that this allowed movement and leaks. But British Gas had been entitled to fit its standard taps unless and until Mr and Mrs L supplied a different one. So I think Mr and Mrs L have fallen short of showing that British Gas had supplied taps of a lesser quality than it should've supplied.

Therefore I don't find that British Gas caused damage to the kitchen ceiling. And I find it more than fair and reasonable that British Gas has offered to repaint the ceiling (but not the walls) and to reimburse the £170.92. British Gas has made those offers and it remains open to Mr and Mrs L to accept them.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct British Gas Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs L to accept or reject my decision before 8 September 2019.

Christopher Gilbert
ombudsman