

complaint

Mrs L is unhappy with the service provided by British Gas Insurance Limited after she made a claim under her policy.

background

Mrs L contacted British Gas in late 2011 to report that her taps were not providing hot water. An engineer attended the following day, however advised Mrs L that a plumber would be required to carry out the repair.

A plumber attended and replaced the necessary parts, however after he had left, Mrs L noticed that water was dripping under the bath and that cold water was also dripping from the shower head.

Mrs L contacted British Gas and advised that the plumber had removed a pressure valve from her shower causing further problems. A plumber attended and replaced the metal part that had been removed with a plastic alternative. After he left, the shower would only produce hot water which continued to drip from the shower.

The next morning Mrs L had no hot water. A plumber attended, cleared an air lock and turned off the hot water. The following day another plumber attended and carried out further repairs. When he left, everything was working apart from Mrs L's shower.

A few months later in 2012, British Gas agreed to replace Mrs L's taps for free, and disconnected the shower so that it would not leak anymore. It refused to carry out any further repairs as the shower had been faulty before the first engineer's attendance, and because showers were excluded under the policy.

Following this, Mrs L sought the advice of an independent plumber who advised her that the shower would need to be replaced. When fitting the shower, the tiles became disrupted and the taps did not fit with the bath. Mrs L therefore paid to have her whole bathroom suite replaced and would like British Gas to cover the cost.

British Gas declined to reimburse Mrs L's costs, however replaced her taps for free and offered her £100 as compensation for the distress and inconvenience caused by the matter. Mrs L did not accept this offer.

Our adjudicator reviewed the complaint and believed that British Gas had damaged Mrs L's shower. It was therefore recommended that British Gas award Mrs L the cost of the replacement shower with 8% interest from the date of claim until the date of settlement, in addition to the £100 that had already been offered as compensation.

Mrs L did not wish to accept this offer either, and therefore requested that her complaint be reviewed by an ombudsman.

my findings

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

Having reviewed the complaint in full, I believe the offer recommended by our adjudicator is fair and reasonable. I will explain why.

On balance, I agree that the British Gas plumber made the fault with the shower worse when he removed the pressure valve. I am therefore satisfied that it should be liable for the cost of a replacement shower.

However, I cannot ask British Gas to reimburse the cost of the whole bathroom suite as I have seen nothing to suggest that this amount of work was necessary. Our adjudicator asked whether Mrs L could provide documentation showing that the shower could not have been replaced without renewing the whole suite, however this has not been forthcoming.

Mrs L acted on the advice of an independent plumber and had her bathroom suite replaced. I cannot hold British Gas responsible for any of the damage caused when the new shower was fitted.

For these reasons, I believe that British Gas should only be liable for the cost of the replacement shower alone, together with the compensation already offered.

my final decision

My final decision is that British Gas Insurance Limited must pay Mrs L £170 together with 8% simple interest (less tax if properly deductible) from the date of claim to the date of settlement, together with £100 compensation for the distress and inconvenience caused.

Christopher Tilson
ombudsman