

The complaint

Mrs E is unhappy that British Gas Insurance Limited (BG) won't repair her kitchen floor after it was damaged during work on the drains.

What happened

Mrs E had home emergency cover with BG, including plumbing and drains cover. Mr E dealt with the complaint on her behalf, so I will refer to him throughout my decision. Any reference to BG includes agents acting on its behalf.

Mr E reported moss on the wall around the soil pipe. BG carried out a pressure test and identified a problem with the rest bend and soil vent pipe. It replaced the plastic pipe.

Six months later, Mr E told BG that water was leaking from the back doorstep. BG twice tried to film the inside of the drain, but the CCTV equipment failed. Based on its investigation without the CCTV evidence, BG thought the leak was coming from the gully. With Mr E's permission it dug up the floor in the utility room to check the drain. BG found that the pipe didn't end at the gully as expected, instead it had a blank end which ran to the side. BG removed the blank end and replaced the pipework so that it ran straight to the gully.

Mr E complained that BG hadn't needed to dig up the floor to access the gully because the leak wasn't from there. BG said that the blank end had been poorly connected and would've been the fault of the previous installer. Therefore, BG thought it wasn't covered under the policy, so it had gone over and above what was required of it. Mr E didn't think BG could be sure that the damage was already there, and he thought BG had dug up part of the floor unnecessarily. He asked it to pay for the floor to be repaired. BG refused, but it paid £50 in recognition of poor service caused by its agents providing differing information.

Mr E remained unhappy and wanted BG to fix the floor.

Our investigator didn't uphold the complaint. She agreed that BG had gone beyond what was required of it under the terms of the policy and thought the £50 compensation was enough to address the service shortfall.

Mr E didn't agree, and he questioned BG's version of events.

The complaint was passed to me to decide.

What I've decided – and why

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

Although I realise he will be disappointed, I've decided not to uphold Mr E's complaint. I'll explain.

There's a lot of correspondence and technical detail to Mr E's complaint, and the events took place over more than a year. I'm not an expert in plumbing and drainage and nor am I expected to be. My role is to look at how BG dealt with Mr E's claim and decide whether it was fair and in line with his policy. I've taken a simplistic approach to it so that the key issues can be identified easily. That means I've avoided technical reference where I can, and events may not be referred to in the order in which they happened, but I have considered the evidence carefully.

I don't think there's a dispute about the repair to the rest bend and soil vent pipe. But it's important to mention it because of the pressure test BG carried out when investigating that leak. Because of the debris he saw coming out, Mr E thinks there's a possibility that the pressure test could've damaged the capped end of the pipe by the gully. This is the bit that BG said was an existing fault, meaning the policy didn't cover it,

"Our products don't include cover for any faults that: Were already there...caused by anybody other than us...We couldn't reasonably have been expected to know about before. For example, faulty pipes that don't have the correct protection, which are buried under concrete floors".

I agree with Mr E here. It's not for me to conclude whether the pipe was installed incorrectly, but it is BG's responsibility to provide enough evidence to show that it was more likely due to existing faulty workmanship than its pressure testing or excavation of the surrounding area.

Had the CCTV equipment worked properly, then this issue may have been easily concluded. But the equipment didn't record on either occasion, so BG went ahead with digging up the floor to complete a repair based on its expert assessment of the situation. I think that's reasonable and I can see that Mr E agreed to it at the time. It seems that BG wanted to avoid further inconvenience to Mr E by going ahead with the work it suspected needed doing rather than repeatedly try to view the inside of the drains. I think its actions were well-intended - BG replaced the gully with new pipes, removed the blank end, and fitted a new surround. I know there were issues with the gully surround cracking, but it's clear that BG completed that repair.

BG didn't think the problem with the drains fell under the policy cover because the gully and blank end weren't of sound workmanship. So it thinks the work it has already done has gone over and above what is required of it. But as I've explained, I don't think it has provided enough evidence to support its view that the leak was caused by a pre-existing fault. So, I'm inclined to think that the leak would've been covered under the policy,

"Drains

What's covered

Repairing leaks to internal waste water pipes and external soil and vent pipes".

Mr E thinks that because BG dug up the floor unnecessarily to repair the gully which wasn't broken, it should pay for the full cost of restoring it to its original condition. I don't agree. While I don't think BG can prove that the uncapped blank end was due to faulty workmanship, I don't think Mr E can be sure that it wasn't. BG determined that there was a leak from the uncapped blank end of pipe next to the gully. It initially thought the leak was from the gully because of the way the drains were positioned, but I don't think that matters. In digging up the floor to repair what it thought was a damaged gully, it found a leak from the blank end and replaced it with new plastic drains leading directly to the gully. I don't think it's fair to say that was detrimental to Mr E.

As it's not clear how the blank end was damaged, given the lack of certainty I think it's fair that BG completed the repair as if it were covered under the policy,

“Definitions

access and making good

- getting to ... and then repairing any damage we may cause in getting access...by filling in holes we have made and leaving a level surface – but we won’t replace or restore the original surface or coverings, for example, tiles, floor coverings...”

But as it’s equally possible that the damage was pre-existing, I don’t think BG needs to go beyond the policy terms. So I won’t be asking it to repair the floor tiling.

The photos provided show that BG has done what is required in line with the policy and it appears that the final repairs may be easily achieved, which is what this term sets out to do. I can see that the policy provides cover up to £1000 for “*making good*”, but that doesn’t mean BG should pay for as much restoration as possible up to the value of £1000. It’s a limit set to cover extensive damage caused during work carried out to identify the source of the leak. The policy makes it clear that it doesn’t include resurfacing with the original flooring so, for that reason, I don’t think it’s fair to ask BG to contribute to the cost of re-tiling the floor.

BG told Mr E he was covered under his policy for pipework within his property boundary, whereas its agent told him he was only covered within the footprint of his house (the building itself). The policy defines property as “*a home and all the land up to your boundary – including any detached outbuildings*”, so I think it’s clear that BG gave correct information. However, as the agent who gave incorrect information was acting on its behalf, BG is responsible for the lack of clarity. BG paid Mr E £50 by way of apology. I think it was helpful that it recognised its service shortfalls, even though it believed it had completed work not covered by the policy. For the inconvenience caused by the faulty equipment and the contradictory information, I think it’s a fair amount. I won’t be asking BG to pay any more.

In summary, BG damaged Mr E’s floor during its investigation into a leak. It found the leak was coming from a pipe next to where it thought the leak would be and repaired it. There’s no evidence that the pipe was a pre-existing fault so it would reasonably be covered under Mr E’s policy. BG repaired the damage to the standard required of it in line with the policy and paid Mr E £50 for service shortfalls. I’m satisfied that this is a fair outcome and I won’t be asking BG to do any more.

My final decision

My final decision is that I don’t uphold the complaint

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs E to accept or reject my decision before 29 October 2020.

Debra Vaughan
Ombudsman