

The complaint

Ms D has complained about the offer made to her by British Gas Insurance Limited (BG) when two bathroom tiles were damaged in the course of a repair.

I've previously issued a provisional decision in this matter and did not receive any further information from Ms D or BG that causes me to vary my decision.

What happened

The background to this matter is known to both Ms D and BG and doesn't appear to be in dispute.

Briefly stated, BG visited Ms D's property on 29 January 2019 to repair a toilet. During the repair two tiles were damaged, leaving a hairline crack. BG couldn't source identical tiles to enable it to make a repair (the original tiles were fitted in 1997) and on 8 March 2019 offered Ms D a cash settlement of £250. When Ms D didn't respond to BG's offer, it closed the complaint.

Ms D contacted BG again in September 2019. She informed it that its cash settlement of £250 wouldn't cover the cost of re-tiling the bathroom, which is what would be required to return the bathroom to its previous condition. BG maintained its position.

When Ms D pursued the matter, BG stated that re-tiling the whole bathroom was disproportionate to the damage sustained, and in accordance with decisions made by this service, it would only be liable for the approximate cost of replacing the two damaged tiles plus a contribution of 50% towards any undamaged items. It asked her to provide an estimate. Ms D provided an estimate for £2,900 + VAT.

BG then advised Ms D that a repair of the cracked tiles might be possible using a specialist contractor (contractor M) to make an "invisible fix". When Ms D rejected this offer, BG raised its cash settlement offer to £295. Ms D also rejected this.

As Ms D wasn't satisfied with BG's final offer, she brought her complaint to this service. Our investigator provided an initial view which was that it would be fair for BG to repay the cost of the two damaged tiles and contribute 50% to replacing the undamaged tiles.

In response to this, BG submitted that given the extent of the damage it should be given the opportunity to at least attempt a repair in the first instance. It says that contractor M has a record of good results in repairing damaged tiles. This would save a lot of upheaval for Ms D and if successful would put her back in the position she was in. Ms D is unhappy that this offer wasn't made in February 2019 rather than in November. BG increased its settlement offer to £295 if Ms D rejected an attempt to perform an invisible fix.

Our investigator's revised view was that BG's offer to attempt to repair the two tiles was fair, and that if the repair were to be unsuccessful then it would be reasonable for BG to pay the cost of the two damaged tiles and cover 50% of the undamaged tiles.

Ms D wasn't satisfied with this view and so asked that her complaint be considered by an ombudsman. It was referred to me, and I made a provisional decision as my view differed from that of our investigator. Both BG and Ms D are in substantial agreement with that decision. I'm therefore issuing my final decision.

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.

BG has accepted it's responsible for the cracks to two tiles. It hasn't been able to source matching replacements. I think it's reasonable for Ms D to expect BG to return her bathroom to an undamaged state. But I don't think it's fair or proportionate to the nature of the damage to expect BG to pay for the whole of Ms D's bathroom to be re-tiled. Ms D's bathroom had last been tiled 23 years ago, so I think retiling would result in betterment.

I think it's fair for BG to be allowed an opportunity to see if contractor M can do a satisfactory repair. If such repair is satisfactory to Ms D, acting reasonably, I think it would be fair for BG to also pay her £300 for the fact that the possibility of such a repair wasn't raised in February 2019, and that since then her disagreement with BG as to what was a fair resolution to the problem has continued and has involved reference to this service.

If any "invisible" repair is not reasonably satisfactory to Ms D, then I think it would be reasonable for BG to be required to contribute half the cost of retiling Ms D's bathroom with new tiles of a similar type to the originals. If Ms D wishes to have superior and more costly tiles, then I don't think that BG should be required to pay any more than it would if similar tiles had been chosen.

If re-tiling is necessary, the choice of contractor to undertake the work should be agreed between BG and Ms D.

My final decision

For the reasons I've given above, I'm upholding Ms D's complaint.

Ms D should permit British Gas Insurance Limited to arrange for a repair to be attempted on the damaged tiles. Such repair should be attempted within 30 days of the date upon which Ms D accepts my decision unless a longer period is agreed with Ms D.

If such repair is satisfactory to Ms D, British Gas Insurance Limited must pay Ms D compensation of £300 within 21 days of completion of the repair.

If such repair is not satisfactory, I require British Gas Insurance Limited to pay 50% of the cost of re-tiling Ms D's bathroom based upon the use of new tiles of a similar type to the originals, the said work to be undertaken by a contractor acceptable to both British Gas Insurance Limited and Ms D. In these circumstances British Gas Insurance Limited is not required to pay compensation to Ms D.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 16 October 2020.

Nigel Bremner
Ombudsman