

The complaint

Miss R's complaint is that British Gas Insurance Limited didn't repair the damage it caused when it accessed and fixed a leak in her property.

What happened

Around August 2020, Miss R asked British Gas to fix a leak in her property under her Homecare policy. She says the engineer that carried out the repair explained that some of the bathroom tiles would need removing and, after asking her to sign a form, he proceeded to remove the tiles to access the leak. Miss R says her bath panel was also damaged in the process.

Miss R says she expected British Gas to replace the bathroom tiles and she says this was agreed when she telephoned the insurer in September 2020. Miss R says she was told that the damage would be repaired under the £1,000 access and making good cover provided by the policy. However, a few days after this call, British Gas contacted Miss R and informed her that the damaged tiles wouldn't be replaced under the policy.

After Miss R complained, British Gas acknowledged that she was given incorrect information during the telephone call in September. The insurer explained that the terms of the policy set out that the damage to her bathroom tiles wouldn't be covered. British Gas offered to look in to the damaged bath panel – Miss R wanted all the repairs covered and asked this service to review the matter.

Our investigator agreed that British Gas had acted fairly and in accordance with the terms of the policy. The investigator felt that the incorrect information Miss R was given over the phone caused her distress and inconvenience and recommended that British Gas pay Miss R £100 compensation.

Neither party agreed so the complaint has been passed to me to review

My provisional decision

I issued my provisional decision, explaining what I didn't intend to uphold the complaint:

Most types of home emergency policies are designed to deal with the issue that's caused the emergency – such as a leaking pipe. These types of policies aren't usually designed to cover the damage caused by the emergency (the leak) or the damage that may occur as part of putting a stop to the emergency (the damaged tiles).

The terms of Miss R's policy do indeed set out that the policy includes £1,000 for access and making good. The terms explain that this covers things like replacing cabinets or cupboards that have been removed or covering holes that may have been made as part of the repair. The terms also explain that the access and making good part of the policy doesn't include replacing or restoring original surfaces or coverings and specifically lists tiles as an example. I don't find these terms to be unusual.

So although British Gas removed some of Miss R's bathroom tiles in order to access the leak – I don't think it acted unfairly by not replacing these tiles as this isn't what the access and making good part of the policy is designed to cover.

From what Miss R says now, it seems she didn't understand the extent of the damage that would be caused in order to access the leak. She also suggests that she wasn't aware at the time the repair was carried out that British Gas wouldn't replace the damaged tiles.

I've seen a copy of the authority to proceed form that Miss R was asked to sign at the time of the repair. There's a 'damage waiver' section on the form that sets out that the engineer will need to remove certain items in order to gain access to the emergency. It also sets out that this may cause damage that the engineer wouldn't be responsible for – damage caused by removing tiles or bath panels are listed as examples. The box beside this section has been ticked, indicating that Miss R either read this waiver or the engineer explained it to her.

The 'customer declaration' section of the form says, "I understand that making good afterwards, including any redecoration is not covered under the terms of the Homecare Agreement". Miss R appears to have signed the form indicating she's aware of and accepts the information it contains.

So, despite what Miss R says now, I think British Gas did enough at the time to inform her that the damage to her bathroom tiles caused by accessing the leak wouldn't be replaced under her policy.

Miss R telephoned British Gas around a month after the leak was repaired – it's in this call that she was given incorrect information by a British Gas representative. British Gas says that it put this error right within a few days and informed Miss R that the damage wouldn't be covered under her policy. Miss R feels the insurer should honour what was agreed.

I don't agree, nor do I think compensation for distress and inconvenience is appropriate in these circumstances. As I explained above, it seems apparent to me that Miss R was given adequate information before the leak was accessed, informing her that British Gas wouldn't be responsible for putting right the damage caused by accessing the leak.

It's unfortunate that Miss R was given incorrect advice during her call with British Gas. But the insurer says this was put right within a short period of time. And the call took place several weeks after the repair. So Miss R had awareness of British Gas' liabilities for the period up until the telephone call in question. British Gas appears to have mistakenly agreed to do something that it wouldn't have done anyway. But this hasn't affected Miss R's position – she'd still have to arrange to have the tiles replaced herself – so I don't intend to ask British Gas to do anything else because of this.

In regard to the compensation payment, again I don't think the incorrect advice caused Miss R additional distress and inconvenience to the point that I'd instruct British Gas to pay an amount to put things right. The circumstances of Miss R's emergency would have understandably been stressful. And having to deal with a bathroom with damaged parts would of course add to this stress and causes her an inconvenience, as Miss R would need to arrange repairs.

But the distress and inconvenience caused by the leak is something Miss R would have gone through, regardless of British Gas' incorrect advice. I haven't seen enough to persuade me that it would be fair to ask the insurer to pay compensation to Miss R because of the distress and inconvenience she's experienced.

In summary, although I empathise with Miss R's predicament – I can't fairly conclude that

British Gas is responsible for making good the damage to Miss R's bathroom. From what I've seen, the responsibility for the damage was explained to Miss R at the time of the repair and the terms of the policy set out that the type of damage caused in order to access the leak isn't covered by the policy. Although British Gas acknowledges its error when it provided Miss R with incorrect information, in my opinion it doesn't need to do anything more to put things right.

British Gas accepted my provisional findings. Miss R wrote to me mainly reiterating her earlier submissions and added:

- the engineer advised that the tiles be removed even though Miss R didn't want anything damaged. She agreed for this to happen so that the leak could be repaired.
- the engineer didn't record the damage that actually occurred on the day
- she didn't reject the insurer's offer to repair the bath panel – she put this on hold until her complaint is resolved
- she wants to be compensated to cover the full cost of repairing the damage and to cover the stress she's experienced by having to live with a damaged bathroom
- she says British Gas was under a duty to keep damage to a minimum and that she didn't have time to read the small print in the authority form - given it was an emergency
- she also thinks the engineer made the wrong decision to remove the tiles and thinks she should've been verbally informed that the damage wouldn't be covered.

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.

Having done so, my decision remains the same. I've commented on Miss R's most recent submissions below:

- it's understandable that Miss R's initial position would've been to avoid any damage to her bathroom. And it's likely the engineer did suggest removal of the tiles. But as Miss R pointed out, she agreed to have the tiles removed so the engineer could access and repair the leak.
- I haven't seen any recorded information about the actual damage that was caused on the day. But British Gas aren't disputing that Miss R's bathroom tiles and bath panel were damaged, so I don't find that this makes a difference.
- I agree, Miss R doesn't seem to have rejected the insurer's offer to look in to repairing the bath panel. If this is something Miss R wants to go ahead with, then she should contact British Gas directly.
- In my provisional decision, I've set out the reasons why I don't think British Gas needs to pay compensation to put things right. I know Miss R would like the cost to repair her bathroom covered via a compensation payment – but I don't think this is fair in the circumstances.

- I understand that, on the day, Miss R would've wanted the leak repaired as quickly as possible. I can't say for certain whether the engineer provided a verbal explanation of British Gas' liabilities. But, as I explained in my provisional decision, the authority to proceed form sets this out with reasonable prominence.

Although, as Miss R suggests, there is some small print information on the form – Miss R only had to read and understand the parts that were relevant to her, which is the damage waiver and the declaration. By signing it, Miss R expressed her agreement and understanding of the contents of the form.

- In regard to Miss R's comments that British Gas had a duty to keep damage to a minimum and that the engineer acted incorrectly by removing the tiles – this appears to be new complaint points that haven't been considered previously. So I won't be commenting on this further. Miss R may raise these points directly with British Gas if she wishes to do so. I've only considered whether British Gas acted fairly but not agreeing to cover the repairs.

I've considered Miss R's most recent comments, but it doesn't change my decision. The damage caused to Miss R's bathroom in order to access the leak isn't covered by the policy. And despite British Gas' misinformation, I don't think the insurer needs to do anything more to put things right.

My final decision

For these reasons, I'm not upholding Miss R's complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 7 June 2021.

Abdul Ali
Ombudsman