

The complaint

Mr L complains that his kitchen floor developed a hairline crack after British Gas Insurance Limited (BG) replaced his flooring following a claim under his home emergency insurance policy.

What happened

In 2015, Mr L claimed under his home emergency policy after his boiler leaked. BG didn't complete an effective repair, and Mr L's kitchen floor was damaged. BG repaired the boiler and, in 2016, it replaced the damaged floorboards, underfloor heating and floor tiles.

Mr L said he noticed a small crack a short time later but didn't think too much of it. However, in 2021, a hairline crack developed across the tiles running across the width of the kitchen in a relatively straight line. Mr L appointed a structural engineer to determine the cause of the crack, and his report concluded that the floor hadn't been dried out properly when BG replaced the flooring in 2016. Mr L asked BG to repair the floor again.

BG didn't think the damage was due to an inadequate repair. It appointed a loss adjuster who said the floor wasn't fitted properly when the property was first constructed. So, when Mr L had a new cooker installed, the placement would've caused the hairline crack. BG declined Mr L's request for the repair.

Our investigator found Mr L's expert report more persuasive than BG's desktop assessment and recommended that BG cash settle on receipt of two independent quotes for the necessary repairs.

BG didn't agree. It said Mr L's structural engineer hadn't seen the condition of the floor from the original leak or before placement of the new cooker, so he couldn't know whether the floor was constructed properly in the first place. BG said its loss adjuster was given that information.

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.

I've decided to uphold Mr L's complaint and I'll explain why.

The issue is that Mr L thinks the hairline crack in his kitchen floor tiles is the result of an inadequate repair when BG replaced his floor. BG says the floor was poorly constructed, and it thinks it was that which caused the crack, along with the placement of a new cooker.

I've looked at the expert evidence provided each of Mr L and BG. Mr L provided a structural engineer's report. BG provided a desktop assessment of the damage.

I understand BG had access to more information from the original damage than Mr L's structural engineer. After I asked for a copy of the report, BG told me its loss adjuster didn't have a report, but they did have an email from the contractor who carried out the repairs. BG said,

"they believed that it could be the flooring joists possibly moving or bouncing and recalled that at the time of their repair they did try to make the floor more sturdy. They advised us that Mr L told them at the time that the builder who did the floor initially hadn't done it sufficiently and he wasn't really happy with how it was. The customer himself commented to our contractor that the original builder didn't do the floor properly."

Mr L's expert report stated the following:

"It is my opinion... that the cracking of the tiling and the adjacent grout lines is the result of shrinkage of the retained original floor boarding, causing movement at the abutment to the new boarding.

The movement would not have occurred had all the kitchen floor boarding been replaced"

While I accept BG believed the floor was faulty before it worked on it, I find Mr L's structural engineer's report more persuasive. That's because he attended the property and inspected the floor and the hairline crack – the damage in question - so he would've had first-hand knowledge of its condition.

Looking at the straight line of the crack, I can understand why Mr L's expert concluded that the two types of subfloor have likely separated due to shrinking and expanding at different rates. The tiles are laid in an offset, brickwork style pattern, and both tiles and grout have split. The report also supports Mr L's claim that BG didn't dry out the floor before it completed repairs.

I understand BG doesn't agree that the cracking can be due to its work after more than four years have passed. Mr L said the crack first appeared shortly after the repair, but it spread. I'd expect a kitchen floor properly fitted to last more than four years, so anything that happened during that time is, more likely than not, due to the later repair where the cracking happened, rather than a more general concern about a poor original construction. Otherwise, it's likely damage would've been seen before BG did any work on the floor.

BG said the placement of the new cooker was an intervening act which could've contributed to the hairline crack in the tiles. I accept that's a possibility, but BG has made assumptions about how the cooker was moved into place. I asked Mr L about this and he said two installers removed the old cooker using a rubber wheeled sack barrow, and replaced it with his new cooker using the same barrow. He said the installers lifted the cooker into place from the barrow.

As BG said, it's a heavy cooker, so I'd expect care to be taken on delivery and placement to prevent damage to the flooring. Therefore, I have no reason to doubt Mr L's description of the placement. The evidence doesn't persuade me that the cooker was bounced into place, causing subsequent cracking to the tiles across the width of the kitchen.

In summary, there are conflicting views about the cause of the damage, and it's difficult to determine which view, if any, is correct. However, based on the evidence I've seen, I find Mr L's structural engineer's report more persuasive. Therefore, I think it's reasonable for BG to cash settle the cost of repairs on receipt of two independent quotes.

My final decision

For the reasons given above, my final decision is that I uphold Mr L's complaint and British Gas Insurance Limited must:

- on receipt of two independent quotes, cash settle the cost of the necessary repairs.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 29 June 2022.

Debra Vaughan
Ombudsman