

The complaint

Mr D complains about British Gas Insurance Limited (“BGI”) and service they provided after he made a claim on his HomeCare insurance policy.

What happened

Mr D held a HomeCare insurance policy, underwritten by BGI. This policy was designed to assist Mr D both practically and financially where emergency situations arose in his home. Unfortunately, in early March 2023, Mr D noticed a leak coming from under the sink in his bathroom. So, he contacted BGI to make a claim.

BGI instructed a contractor, who I’ll refer to as “X”, to attend Mr D’s home and repair the leak. As X was acting on behalf of BGI, BGI remain ultimately responsible for their actions. X attended Mr D’s property on 3 March and attempted a repair, without making access through the tiled area directly behind Mr D’s sink. But when Mr D came to use his sink after this repair, his neighbour below made him aware that water was running onto their ceiling. So, Mr D contacted BGI, asking them to send another engineer to resolve the issue.

X re-attended Mr D’s property the same day. And to fix the leak, they needed to make access behind Mr D’s sink, which meant a hole needed to be made through Mr D’s tiles. X made access and repaired the leak. BGI also then worked with Mr D and his neighbour to repair any damage to his neighbours ceiling, and to plasterboard the hole behind Mr D’s sink.

But Mr D wanted BGI to replace the tiles which had been removed to make access. And BGI refused this request, citing their obligations under the terms and conditions of the policy. Mr D was unhappy about this, so he raised a complaint.

Mr D thought BGI were unfair not to arrange for, or cover the cost of, the replacement of the tiles behind his sink. Mr D felt the tiles were damaged due to X’s first failed repair, and that if X had repaired the leak correctly the first time, the tiles would still remain in place. So, he wanted BGI to refund him the cost of the replacement tiles, plus compensation for the upset he’d been caused.

BGI responded to the complaint and didn’t uphold it. They accepted X’s first repair attempt was unsuccessful. But they explained it was unsuccessful as X had tried to make a repair without making access, as they are advised to do by BGI to prevent unnecessary damage to a customer’s home. So, BGI thought making access through the tiles was always necessary to complete a full repair of the original leak. And they explained any work to repair tiles, and the cost of this, is excluded under the terms of the policy. So, BGI thought they had acted fairly when not agreeing to cover the costs of this. Mr D remained unhappy with this response, so he referred his complaint to us.

Our investigator looked into the complaint and didn’t uphold it. They were satisfied BGI needed to make access through Mr D’s tile to repair the original leak, rather than solely because of a mistake made on X’s first attendance. And they were satisfied any work to replace or restore original surfaces, such as tiles, was excluded under the terms of the

policy. So, they didn't think BGI should do anything more on this occasion.

Mr D didn't agree. He maintained his belief that, on their first attendance, X caused a leak that needed to be repaired by making access through the tiles on their second attendance. So, he maintained his belief that BGI should arrange for the tiles to be replaced or cover the costs he'd incur arranging this himself. As Mr D didn't agree, the complaint has been passed to me for a 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.

Having done so, I'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact this complaint has had on Mr D. I appreciate Mr D took out the policy with BGI on the understanding it was in place to help assist him both practically and financially in a situation such as the one he found himself in. So, when Mr D was left in a position where he was expected to incur costs himself to place his bathroom back in the state it was in before he identified the leak, I can understand why he'd question the actions of BGI and their contractor, X. I can also understand how these concerns would've been multiplied considering the fact X was unable to complete a full repair on their first visit, and that damage was caused to his neighbour's property below between the first and second repairs. So, I do understand why Mr D would look at the events that took place and conclude that X's first repair caused a second leak, and that it was this leak that needed access to be made through his tiles. And because of this, I can appreciate why Mr D believes BGI should replace the tiles or cover the costs of this to allow Mr D to arrange this repair work himself.

But for me to say BGI should arrange for the replacement of the tiles, or pay Mr D to do this himself, I first need to be satisfied BGI have done something wrong. So, in this situation, I need to be satisfied BGI acted outside of the terms and conditions when refusing to do so. Or, if I think BGI did act within these, I need to be satisfied that BGI acted unfairly in some other way. In this situation, I don't think that's the case.

Before I explain why I've reached this decision, I think it's important for me to explain exactly how I've considered the complaint. I wasn't present at the time X completed the first and second repairs. So, I'm unable to say for certain what did happen, or what was discussed. So, in situations such as these, I've had to consider the evidence and information available to me and decide what I think is most likely to have happened, based on the balance of probabilities.

In this situation, neither Mr D nor BGI dispute that the first repair X attempted wasn't successful. What is in dispute is whether the first repair created a new leak, that meant access was required through Mr D's tiles.

Mr D thinks X's first repair did create a new leak. And that, had X completed the first repair correctly, access wouldn't needed to have been made. But BGI dispute this, and they feel access would always have needed to have been made. So, I've thought about what I think is most likely. And to do so, I've relied on X's notes from each attendance, plus X's comments to BGI as shown in BGI's system notes alongside Mr D's testimony.

From these, I can see X initially replaced the waste pipe and installed a new bottle trap under the basin. And that X completed this without making access, to minimise damage to Mr D's home as per the instructions given to them by BGI.

I can see that on the second attendance, X were satisfied a new waste pipe and bottle trap were needed. But unfortunately, the new waste pipe couldn't be successfully connected and made watertight with the concealed soil vent pipe behind the tiled wall, without access being made. So, at this point, access was made to ensure the new waste pipe was fitted and made watertight.

After this work was done, the leak was rectified. So, I'm satisfied, on the balance of probability, that the initial leak Mr D claimed for was most likely due to the original waste pipe. And, that this would always have needed to have been replaced.

Due to this, and the fact the waste pipe needed to be connected fully and correctly to a pipe behind the wall, I think access would most likely have always been needed to be made through the tiles. So, I think it's most likely that, had X completed the repair correctly on the first visit, Mr D's tiles would still have been damaged as access would always have needed to have been made. So, I don't think I can say for certain that X's actions meant access was needed when it could've been avoided.

And I've seen the terms and conditions of the policy explain within the *"Making repairs"* section under the heading *"Getting access and making good"* that BGI *"won't be responsible for repairing any pre-existing damage, nor will we replace or restore the original surface for coverings, for example, tiles, floors covering, decoration, grass or plants"*.

I think these terms and conditions make it reasonably clear that, where access is needed, BGI won't replace or restore tiles. And because of this, I don't think I can say BGI have acted outside of the terms of the policy when refusing to do so for Mr D.

That's not to say I don't recognise the inconvenience Mr D would've been caused by X failing to repair the leak correctly on their first attendance. But I think BGI have adequately addressed this by attending the same day, when Mr D made them aware a leak was impacting his neighbour's property. And I'm satisfied BGI have addressed the impact of this, by rectifying the damage to his neighbour's property and installing plasterboard around the hole created in his bathroom, so Mr D is able to retile the area, should he still wish to do so. Considering the terms and conditions of the policy Mr D held, and BGI's responsibilities regarding this and the actions of X, this is all I think I can fairly expect BGI to do. And so, I don't think they need to do anything more on this occasion.

I understand this isn't the outcome Mr D was hoping for. And I recognise Mr D has suggested BGI should've arranged for an independent engineer to assess the work carried out by X. But I don't think this would've provided any new information, as the repair has already been completed and so, any independent assessment wouldn't be able to say for certain what did happen between the first and second repairs. So, this hasn't altered the decision I've reached. But I hope my decision provides some closure for Mr D on the situation and allows him the chance to decide how he wishes to proceed regarding the condition of his bathroom.

My final decision

For the reasons outlined above, I don't uphold Mr D's complaint about British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or

reject my decision before 28 August 2023.

Josh Haskey
Ombudsman