

The complaint

Miss M is unhappy with the service provided by British Gas Insurance Limited (BGIL) following a claim made on her HomeCare policy.

BGIL is the underwriter of this policy. Part of this complaint concerns the actions of third parties instructed on the claim. BGIL has accepted that it is accountable for the actions of third parties instructed by it. In my decision, any reference to BGIL includes the actions of any third party instructed by BGIL during the course of Miss M's claim.

What happened

In September 2022 Miss M contacted BGIL to report a blocked toilet located on the first floor of her property. This repair was completed. But following this, a number of further issues were raised with BGIL concerning the toilet flush, a water leak, a blocked pipe, and an electrical fault. The facts of these issues have been discussed at length by Miss M and BGIL during the course of her claims, so I haven't repeated them here. Where relevant, I have referred to these facts in my findings.

Miss M complained to BGIL about the quality of repairs completed, and damage caused to her property as a result of some of the repairs. Miss M brought her complaint to this service for investigation in September 2023. Miss M was also unhappy with the continual delays, and time that had passed since her claim had started, and remained unresolved.

During our investigation, BGIL made an offer to settle Miss M's complaint. This included:

1. Completion of patch lining work once the pipework has been cleaned/descaled, and BGIL has been provided evidence of this;
2. Waive 2 x £50.00 excess fees (one for water leak, and one for draining pipe claim);
3. Arrange for an engineer to sand down the wood filler used when completing repairs for the electrical fault claim; and
4. Pay Miss M compensation of £450.

The investigator thought BGIL's offer was fair, and didn't ask BGIL to do anything more in settlement of Miss M's complaint.

Miss M didn't accept the investigator's findings. As the complaint couldn't be resolved it's been passed to me for 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.

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.

Blocked toilet

Miss M first raised concerns with BGIL about a blocked toilet in September 2022. This repair was completed. However a few days later, Miss M informed BGIL about water coming from her ceiling down onto her porch. The engineer that attended found that gully (external) was blocked. A standard rod was used to remove the blockage, and this issue was resolved. Miss M feels strongly that it was the earlier repair to her blocked toilet that led to the water leaking from her ceiling down to her porch. But the evidence I've seen doesn't support this. The job reports for each issue show work completed separately. And there's nothing to support what Miss M has explained about the issues being linked. I'm satisfied BGIL completed repairs for two separate incidents, and that these repairs were in line with the policy terms. So I'm not asking BGIL to do anything in settlement of this complaint.

Toilet flush

Miss M reported an issue with her toilet flush in February 2023. The job report for this issue recorded '*Flush valve leaking replaced flush valve tested all ok*'. Miss M later complained to BGIL that the issue hadn't been resolved, and instead she'd had to pay £30 to a third party plumber to have it fixed. BGIL has confirmed, based on Miss M's explanation, it subsequently issued Miss M payment for £30. I think this is a reasonable resolution to Miss M's complaint about this issue. So I'm not asking BGIL to do anything further.

Water leak

Also in February 2023 Miss M told BGIL that her water bills were increasingly high and that this was likely due to a leak in her property. BGIL arranged for different third experts to try and find the leak. Several unsuccessful attempts were made.

In May 2023 the plumber that attended was able to find, and fix the leak. The job report for this issue recorded '*Previous visits by previous engineers could not find leak as water board had run a new mains inside the customers property but metre still spinning, i then said it needed a new pipe from the outside to inside, I got a Pre Work Checklist signed by customer and then made access in concrete slabs and then converted dug down and found water board fitting, then dug a channel from the outside to inside the customers property, had to make access in the front door tiles to find lead pipe so could get a fitting on it, once that was done then tested the metre it was all ok, the main was a 6m re run from the outside metre to inside the house, put back all rubble and then the next day recemented and put back everything to finish level all ok.*'

The crux of Miss M's complaint concerns the damage caused to her property following this repair. Miss M has explained '*There was no objective reason or evidence to dig up the hallway. The engineer/"expert" has provided no such evidence as far as I am aware - because there is none. The engineers specialist equipment indicated the leak was outside in the garden area but the engineer failed to dig up the area which was difficult because of a deep layer of reinforced concrete.*'

When evidence is contradictory or inconclusive (or both) I have to make a finding on the balance of probabilities. That is what I find is most likely to have happened in view of the available evidence and wider circumstances.

What's not disputed is that several experts attended to Miss M's property, but the leak wasn't found. During these appointments, it's likely that Miss M engaged in discussion with the expert to determine where the leak was coming from, and the likely repair solution for it. But it's evident that the attempts to locate the leak were unsuccessful.

The appointment in May 2023 did result in the successful location and repair of the leak that Miss M had complained about. I can appreciate Miss M's concerns about the damage to the decorative tiling in her hallway as a result of the work completed. But I'm also mindful of the terms of the policy, and whether BGIL acted within these terms.

I've seen that the terms specifically exclude cover for restoring an original surface that's disturbed as part of getting access for completing repairs. This is explained as '*We won't be responsible for repairing any pre-existing damage, nor will we replace or restore the original surface or coverings, for example, tiles, floor coverings, decoration, grass or plants.*' I've seen that Miss M signed the Pre- Work Checklist which confirmed that she had read, and understood the risks of going ahead with the repairs explained. Miss M also made her own comments on this checklist- further confirming her understanding, and agreement to what she was signing. On balance, I'm satisfied that Miss M was told about the likely location of the leak, and agreed to the expert taking the necessary risks to locate, and fix the leak.

I've considered Miss M's comments about feeling pressured to sign the Pre- Work Checklist. And I don't doubt it would've been a difficult decision- given that the leak needed repairing, and her concern for her property and the damage that could be caused in going ahead with the repair. But in thinking about BGIL's role in this process, I'm satisfied that the work completed was in line with the policy terms, and Miss M was reasonably informed about the risks of going ahead.

Miss M says that the leak was outside her property, and that it could've been repaired without accessing her hallway. But the evidence I've seen doesn't support this. Even if this was the assurance Miss M was given by earlier experts that had visited, this doesn't change what the expert told Miss M during the visit in May 2023. And Miss M agreed to the leak being repaired, after having been informed of the process involved.

I've also considered BGIL's offer to waive the £50 invoice for the policy excess payable for this claim. Overall, I'm satisfied the actions taken for repairing the leak were reasonable, and in line with the policy terms. So I won't be asking BGIL to do anything in settlement of this complaint.

Draining Pipe

Around the same time as the issue with the leak, Miss M also raised concerns about a drain that was overflowing and slow to drain from the bathroom. Although a plumber attended, it was determined that CCTV would need to be used to complete a thorough inspection as water was seen entering into the front room. The result of the CCTV inspection recorded '*NEEDS CLEANING AND PATCH REPAIRS*'. I've seen that several months passed with Miss M trying to arrange for remedial work to be completed. But she wasn't provided with any clear updates about her claim, or how to arrange next steps.

I've seen that Miss M's policy doesn't include cover for '*cleaning and descaling*'. The CCTV report clearly identified areas of sludge build up, and the report concluded that this would need cleaning. BGIL hasn't agreed to cover this cost. And having considered the policy terms, I'm satisfied its response is reasonable.

I've seen that the CCTV report identified cracks in the pipe that would need repairing. Miss M has advised that she was told verbally that the patch repairs would be covered. BGIL say this isn't something that's currently affecting the flow, so the work wouldn't be covered. But it has agreed to cover this cost, providing Miss M arranges to clean the drain first. BGIL say this would need to be done in order to ensure the patch repairs can be properly completed. I think BGIL's explanation, and offer to put things right, is reasonable.

It's not disputed that the service provided by BGIL in respect of dealing with Miss M's claim about the blocked drain, has been poor. As part of BGIL's offer, it has also agreed to pay Miss M £450 compensation in recognition of the upset and trouble caused to Miss M. I've also considered BGIL's offer to waive the £50 invoice for the excess payable for this claim.

When determining what fair compensation should be, I've seen that on several occasions, the wrong expert was sent out to complete repairs (on at least three occasions between June- July 2023). And even after this time, there was more delay in providing Miss M with meaningful updates about her claim, and how to get the issue with her blocked drain fixed. I am persuaded by Miss M's testimony about the upset and stress caused to her because of the poor handling of her claim over this period.

Having considered what went wrong with the handling of Miss M's claim, I'm satisfied BGIL's offer to settle Miss M's claim is fair, and in line with what this service would direct in the circumstances. The amount of £450 recognises the delays on the claim, and the impact on Miss M over several months. And BGIL's overall offer considers the terms of the policy, and what Miss M is reasonably covered for. So I won't be asking BGIL to do anything more.

Electrical fault

In June 2023 Miss M reported an issue with lighting and electrics. It was determined that the washing machine socket was at fault, causing the unit to trip. There was discussion about how to best complete the required repairs, as the unit was not to the standards required. It was agreed that although trunking and cable work isn't usually covered by Miss M's policy, this work would be undertaken. This was on the basis that Miss M had been informed that the trunking work would be offered initially.

During the repair work, some damage occurred to the wooden flooring in Miss M's property. This was repaired at the time using wood filler to cover any cracks. Miss M remained concerned that the wood filler needed to be sanded down, as the end finish wasn't smooth. BGIL agreed to cover this.

Having considered what's happened, I'm persuaded BGIL's offer to put things right is reasonable. Miss M's policy didn't cover the full extent of work needed, but this was offered (partly because of the conflicting information Miss M had been given). BGIL has also offered to make good the visible imperfections following its repair. I'm persuaded this offer is reasonable. So I won't be asking BGIL to do anything more in settlement of this complaint.

Putting things right

Following confirmation from Miss M on what she would like to do, British Gas Insurance Limited is instructed to settle the complaint as follows:

1. Completion of patch lining work at a value once the pipework has been cleaned/descaled, and BGIL has been provided evidence of this;
2. Waive 2 x £50.00 excess fees (one for the water leak claim, and one for draining pipe claim);
3. Arrange for an engineer to sand down the wood filler used when completing repairs for the electrical fault claim; and
4. Pay Miss M compensation of £450.

My final decision

For the reasons provided I uphold this complaint. British Gas Insurance Limited must follow my directions above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 16 May 2024.

Neeta Karelia
Ombudsman