

complaint

Ms B complains about work British Gas Insurance Limited (BG) carried out following a claim she made under her home insurance policy. She says BG caused extensive damage to her house while fixing a leak and wants it to pay her repair costs.

background

In late 2016 Ms B noticed damp in her property. In October she had a thermographic survey carried out, which identified evidence of a potential leak in one particular part of a pipe.

She claimed under her BG policy and in early November an engineer was sent to assess and repair the damage.

Ms B complained shortly afterwards. She said that, while the leak had been fixed, the engineer had caused a lot of damage in her house because he'd dug into her floor in areas he didn't need to. This included damage to tiling and laminate flooring which required the whole floor to be replaced.

Over the following months there was a great deal of correspondence between Ms B and BG in an attempt to resolve the issue. In the meantime Ms B says she paid £3,500 to have the damage repaired herself.

In March 2017 BG wrote to Ms B saying it had let her down with the standard of service it had provided. It offered to pay her £1,000 to make good the damage it had caused, which was the most it would pay under her policy. It offered a further £270 for the inconvenience it had caused by its unclear communication and unnecessary visits from its engineer.

Our investigator thought BG's offer was fair. He said £1,000 reasonably compensated Ms B for the damage BG was responsible for. And he thought £270 was fair compensation for the trouble and upset she'd been caused.

Ms B disagreed. She said the tiles BG used to repair her bathroom's boxing in didn't match the existing tiles. So she'd had to re-tile the whole room. And she didn't think BG's offer reflected the cost she'd incurred to put right the damage its engineer had caused.

The investigator wasn't persuaded to change his mind, so the complaint's been passed to me to make a decision.

my findings

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 agree with our investigator that BG's offer of compensation to Ms B is fair. I'll explain why.

Ms B's policy included cover of up to £1,000 for *access and making good*. It defines this as cover for any damage BG causes getting to a boiler, appliance or system. But it says it won't replace or restore surfaces or coverings, such as tiles or floor coverings.

The costs Ms B says she's had to pay relate largely to surfaces and coverings, specifically her bathroom tiles. So on the face of it BG isn't obliged to pay anything towards those costs

under the policy. And anyway, it's already offered Ms B the maximum amount it would pay under the policy.

But the real issue here is the cause of the damage Ms B says she's had to pay to repair. She's said the BG engineer didn't need to access the areas he did. And if the engineer didn't need to access those areas, the damage wouldn't be related to repairing the leak he was there to fix. If that were the case I don't think BG could fairly rely on the limitations in the policy.

So I've thought carefully about what both parties have said about the work the engineer carried out. Ms B has pointed out that the thermographic survey only identified one potential leak. But there's no guarantee the survey would pick up everything.

BG has said the additional digging and access was required to fully investigate the leak and isolate the area where the water was flowing. It's said an additional leak was found in the isolation valves once the original leak was repaired. The engineer also needed to test the leak was repaired.

This is consistent with the *Engineer Authority to Proceed* form of which BG has provided a signed copy. This form notes that the engineer will need to "*make access in different areas of house to isolate pipework and pressure test central heating pipes*".

I can understand Ms B's concerns that multiple areas were dug up to fix what she thought was a single leak. And I've taken account of the thermographic report. But overall I find BG's explanation of why additional areas needed to be accessed plausible and persuasive. I'm satisfied that even a single leak may need different parts of the system to be looked at in order to fully investigate, repair and test the leak. And, as it turned out, the leaking was more extensive than the survey identified.

Because of this I think BG has fairly applied the limitations in its policy, and not paid for the flooring and tiles which aren't covered. It's paid out the most the policy allows for.

I do think BG took a long time to explain its reasoning to Ms B however. And it only offered to make good the areas it had damaged after a couple of months of correspondence. I'm satisfied its offer of a further £270, in addition to the payment under the policy, fairly compensates Ms B for this inconvenience and trouble.

my final decision

For the reasons I've given I don't uphold this complaint. I simply leave it to Ms B to choose whether or not to accept British Gas Insurance Limited's offer.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 13 July 2017.

Luke Gordon
ombudsman