

complaint

Mr C complains that British Gas Insurance Limited ("BGI") caused unnecessary damage to tiling in his bathroom when he called on it under his home emergency insurance policy to repair a leak.

background

Mr C had a home emergency policy with BGI. When he had a leak in his bathroom, he called on BGI who arranged for a plumber to attend. The bathroom wall was tiled with large tiles measuring 18 inches by 13 ¼ inches. The plumber told Mr C that in order to get access to the leak he would need to break the tiles. Mr C agreed, *"if that was what he needed to do"*. So the plumber proceeded to smash a hole in the tiled wall.

Mr C was left with a large hole in his tiled bathroom wall. It was suggested to him that the plumber could have cut round the grouting surrounding the tiles and lifted the tiles out so they could be replaced after the repair. Mr C says the plumber's response to this was *"that would have taken ages"*.

Mr C said the leak was dripping, not a flood. So the plumber had time to consider and explain to Mr C what options there were to gain access to the leak with the minimum risk of damage to the tiles. By failing to do this he had acted unprofessionally.

Mr C has since found that the tiles have been discontinued and can't be replaced. So he thought he would have to retile the whole bathroom. He said BGI should meet the cost of this.

BGI said the plumber needed to get access through the wall to the source of the leak. He explained that he needed to break the tiles to do this and Mr C gave his permission. Under the policy terms its obligation was to make good the hole and leave a level surface. So it offered £150 in settlement of Mr C's claim.

Our investigator recommended that this complaint should be upheld in part. She said that the policy included cover for up to £1,000 (including VAT) for *"Getting access and making good"* which was defined in the policy as:

"getting to your boiler, appliance or system, to fix or service it and then repairing any damage we may cause in getting access to your boiler, appliance or system by replacing items such as cabinets or cupboards that we've removed and by filling in holes we have made and leaving a level surface" – but we won't replace or restore the original surface coverings, for examples, tiles, floor coverings, decoration, grass or plants".

So she thought what BGI was offering was in accordance with the policy terms. However she also had to consider how clearly BGI had explained the limitations of the policy before Mr C agreed to the plumber smashing his tiles. It didn't seem the plumber had pointed out BGI wouldn't replace the tiles after the repair.

She accepted that different tools might have been required to lift the tiles, and there was no guarantee that they wouldn't have been damaged in the process. From what Mr C said, the leak wasn't an emergency. So the plumber should have made Mr C fully aware of his options and what to expect. Mr C could then have considered his options and decided whether he wanted to have the tiles removed himself.

The result was that in failing to make him aware of his options, and that BGI wouldn't replace the tiles, she didn't think BGI and its plumber had treated Mr C fairly. She recommended that BGI:

- pay to replace the tiles that had been damaged; or
- if this wasn't possible because they had been discontinued, pay 50% of the cost of replacing all the tiles on the wall where the plumber had smashed the tiles.

Mr C didn't accept the investigator's recommendation. He felt replacing the tiles on one wall with tiles that were different from the other walls wasn't a reasonable solution. As an alternative he suggested BGI pay for lifting some tiles from behind the bath to replace the damaged ones, and replacing the bath with a boxed in design.

He then suggested a compromise. He had had a wooden board prepared of the same dimensions as the broken tiles, and a vinyl photograph print of the tiles attached to that, at a total cost of £275. He suggested BGI make good the hole with plasterboard leaving a level surface (as it had originally offered to do) and pay him the £275 cost of the board and vinyl photo.

BGI responded to say, in summary, that it didn't accept the investigator's recommendation or Mr C's suggested compromise. In order to repair the leak Mr C had reported, the plumber had to gain access by removing the tiles in the bathroom. Mr C gave permission to break into the cavity.

BGI had offered to arrange a plasterboard repair of the hole, or to pay a cash settlement of £150, which it thought was fair and reasonable.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

From the photos I've seen of the bathroom, which is fully tiled with large tiles, I think it would have been obvious to the plumber that breaking tiles to get access to the cavity behind would be likely to leave Mr C with a problem if replacement tiles were no longer obtainable. And he should have known that that BGI wouldn't be prepared to deal with replacing tiles.

The plumber did get Mr C's verbal consent before starting. But like the investigator, I think he had a duty to discuss the potential risks, and explore options, more fully with Mr C.

It's possible Mr C would still have told the plumber to go ahead, or that an attempt to remove the tiles without breaking them, would have been unsuccessful. But Mr C would then have made an informed decision. As it was, I don't think the plumber gave him the information to do this.

Mr C has suggested that BGI arrange a plasterboard repair of the hole, as it has offered, and pay the £275 cost of the wooden board and vinyl photo he has had made. I think this is fair and reasonable in the circumstances.

my final decision

My decision is that I uphold this complaint in part, and order British Gas Insurance Limited to:

1. arrange a plasterboard repair of the hole the plumber made so as to leave a level surface; and
2. pay Mr C the £275 cost of the wooden board and vinyl photo he has had made to cover the damaged area.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 4 March 2019.

Lennox Towers
ombudsman