

complaint

This complaint relates to a claim made under Mrs T's Home Care policy with British Gas Insurance Limited. Following the claim in early 2018 Mr and Mrs T were left with a hole in the bathroom wall, no water supply to the bath and were unable to use the shower.

background

Mr and Mrs T made a claim under the Home Care policy in January 2018 as there was a problem with the hot water from the bath. A heating engineer attended and confirmed it was a plumbing problem and so British Gas arranged for a plumber to attend. The plumber concluded the problem was with the bath taps and that they needed to be replaced. When investigating the problem the plumber removed two large tiles and opened a hole in the false wall (boxing in the water pipes) in order to access the pipes.

Due to missed appointments, misinformation and delays in repair a complaint was made. British Gas upheld the complaint and Mr and Mrs T accepted the cost of the replacement taps (£229) to settle the complaint about those issues as at that stage of the claim.

In June 2018 the matter was again raised with British Gas as the issues with the bathroom had still not been resolved. Mrs T also referred the complaint to this service. We requested information from British Gas, but postponed considering the merits of the case while it was established what the situation with the claim was and then while repairs were done.

In August 2018 a plumber attended to fit the new taps. Unfortunately, it didn't solve the problem Mr and Mrs T had reported at the beginning of the year. It was determined the problem was actually unrelated to the taps; rather it was a problem with the boiler. The problem was fixed when a heating engineer attended. However, Mrs T was left with a hole in her bathroom wall and had unnecessarily paid out for new taps that were not needed. A new complaint was raised with British Gas and Mr and Mrs T asked us to continue consideration of the complaint, including the new issue that had come to light.

Our investigator raised the issue of the hole in Mr and Mrs T's bathroom wall with British Gas. It initially said its records showed that just tiles had been removed from the wall. It also pointed out that its terms and conditions said repairs to tiling and decoration were not covered by the policy. A photograph of the hole was given to British Gas and it was highlighted that there had been no need for the damage to have been caused – it had only happened because of a misdiagnosis of the problem Mr and Mrs T had reported.

Mr and Mrs T looked into having the repairs completed themselves and told us that they'd been told the false wall couldn't be repaired and the entire wall would need to be removed and repanelled. We were also told that they didn't have any spare matching tiles.

Our investigator considered the complaint. She concluded that the damage to the bathroom should never have occurred as the fault laid with the boiler not the bathroom equipment. As such British Gas was responsible for repairing the damage. She also recommended British Gas pay Mr and Mrs T £1,000 for the upset and inconvenience they had experienced throughout the claim and having no running water to their bath and no shower for the previous ten months.

Both parties accepted the investigator's view. It was proposed that Mr and Mrs T would get some quotes for repairing the damage. The complaint was thought to be resolved.

Three months later Mr T contacted us again. He confirmed quotes had been sent to British Gas in October but no response had been received and the compensation hadn't been paid. Mrs T had also sadly passed away by that time.

British Gas said it hadn't got a record of receiving the quotes and so asked for them to be sent again. Unfortunately, Mr T sent the originals and didn't keep copies, so he had to start the process again. British Gas confirmed it would pay interest on the claim settlement.

Mr T was not happy with the situation as he felt British Gas had lost the documentation he'd sent it. He also said that the £1,000 compensation was not enough for the distress he'd been put through. Mr T asked that British Gas' head of customer relations write to him and apologise. He also wanted it to make a donation to McMillan Cancer Support in the name of his late wife due to the distress British Gas had put them through over the past year. When it was explained that British Gas was unable to comply with the request for a donation to a charity other than the one it was linked to, Mr T asked for the compensation to be increased.

We informed Mr T that British Gas was not willing to increase the compensation. In addition, as the events he was asking for compensation for occurred after the events covered by the first complaint, he would need to raise a new complaint. Mr T decided to accept British Gas' offer.

British Gas confirmed on 22 February 2019 that the compensation payment had been issued by bank transfer.

At the end of March 2019 Mr T sent us four quotes for works to his bathroom. These varied between £7,800 and £11,250. The quotes were sent to British Gas to arrange for settlement to be made.

British Gas took some weeks to respond to the quotes. It was concerned that all the quotes included works to areas that had not been affected by the mistake it had made – such as the floor and ceiling. As such, it asked for a breakdown of the costs involved in the quotes so it could work out a settlement based on the parts of the room it was responsible for – the walls.

Mr T responded by explaining that in order to complete the repairs the bath, sink and toilet needed to be removed. This along with repairing the false wall would cause damage to the floor and ceiling, so all of the works detailed in the quotes was needed. Our investigator was not persuaded this was the case and asked that Mr T provide the breakdown British Gas had asked for. We also asked for further photographs of the bathroom.

There was much correspondence about what should and shouldn't be paid for by British Gas in the settlement for repairs. Ultimately, our investigator was satisfied that a repair of the false wall was possible and reasonable, so it didn't need to be completely replaced. The walls would need to be stripped of tiles and retiled and British Gas should pay for all of that work. Any other work needed to facilitate this should also be paid for. She was not persuaded the bath needed to be removed, that the tiled floor needed to be renewed or that the ceiling needed to be plastered. She remained satisfied the £1,000 compensation was the appropriate amount.

Neither British Gas nor Mr T accepted the investigator's view and so the complaint has been passed to me for consideration.

I issued a provisional decision on 12 March 2020. In that document I set out my conclusions and reasons for reaching them. Below is an excerpt.

'The two parties agree that British Gas made a mistake when diagnosing the fault with Mr and Mrs T's water supply to the bathroom and unnecessarily cut a hole in the bathroom wall. I see no point in examining this issue further due to that agreement. The issue I need to decide on is what British Gas should do about it, or rather, given the preference expressed by Mr T, what it needs to pay for to allow the damage to be repaired and return his bathroom to its previous condition.

The quotes Mr T obtained did appear to cover more than it would appear was needed to repair the bathroom. Having looked at the photographs Mr T has provided, considered the damage present, the quotes and both Mr T's and British Gas' comments, I have decided what works should be the responsibility of British Gas:

Whilst I know that Mr T has said a repair of the hole in the wall will not be structurally sound enough, I haven't seen any expert opinion that supports that. Furthermore, it appears to be a relatively small hole with a substantive framework behind it, so I can see no obvious reason why it cannot be repaired.

There is then the matter of the tiling. There are two issues here, the cost of the tiles and the amount of it that British Gas should pay for.

The first matter is that British Gas considers the cost per square metre on the quote that was broken down was high at £48. British Gas suggested the average tile price was more in the region of £20-25 per square metre. Mr T said he would be happy to accept that price if early settlement could be arranged.

Having considered this matter carefully and looked into prices from some larger retailers for tiles of a similar size to those in Mr T's bathroom. The price range is significant, but it does appear £48 is at the higher end. I think British Gas' suggestion for an average cost seems reasonable and so I require the cost of the tiles for the bathroom walls to be settled at £25 per square metre.

There is then the amount of tiling to consider. British Gas has made different offers in this regard, but I am satisfied our investigator was right to require it to pay for the stripping and replacement of all the existing tiles. Whilst this is not what I would award in a buildings insurance claim, this is not such a claim. This is a negligence claim, where the only reason for the consumer suffering a loss is due to the mistake made by British Gas. As such, it would not be appropriate for Mr T to have to pay out for repairs. So I will be requiring British Gas to pay for the removal and replacement of all of the wall tiles in Mr T's bathroom.

It isn't clear from the photographs or the video Mr T has provided, how much of his bathroom walls are tiled. However, I note the quotes provided including emulsion paint to walls, it would seem that some or all of the walls are not tiled from floor to ceiling at present. Mr T will only be entitled to replacement tiles for the same area. In order to establish what exactly he is entitled to, I would request that he provide me with a photograph of each wall which shows it from floor to ceiling and wall to wall. 10% should be added to the amount of tiles needed to allow for breakages and wastage as is normal.

It is, however, clear that the walls are tiled to a level above the height of the toilet and washbasin. The towel rail is also installed over the tiles. As such, these items will need to be

removed and reinstalled to allow the bathroom to be tiled. British Gas should pay the cost of this work. The same appears to be the case with the window blind as there is tiling into the window reveal.

It was detailed on Mr T's quotes that the bath also needed to be removed. I have carefully considered this issue and I am not persuaded it does. The tiling starts above the bath and as the false wall doesn't need to be replaced, I see no reason the bath would need to be removed to allow works to be completed.

Again, Mr T's quotes have included the floor being removed and renewed. As there are skirting boards between the tiling and the floor, I again see no obvious reason the floor would be damaged by the repairs. As such, I don't consider British Gas needs to replace it.

The same applies for the ceiling – it has been quoted to be plastered and decorated. I see no reason why it would need to be plastered. As for decoration, I think some redecoration will be needed. Firstly, it appears there are parts of the walls that are currently painted rather than tiled. Given the other works to the walls, the current finish is likely to be affected on the walls, the skirting and doorframe. Whilst I don't think it will strictly be needed due to the claim, I think British Gas should also pay for the ceiling to be painted. This is because if it remains unpainted it will look out of place and it will be difficult for Mr T to paint it afterwards without risking damage to the wall decoration. This would also be the case for the interior side of the door.

Mr T has said the taps in his bathroom no longer match because the original bath taps were removed because they were thought to be faulty. I don't think it unreasonable for Mr T to want the aesthetics of his bathroom to be good. As such I will consider the matter of the taps further, if Mr T will provide me with photographs of the basin taps and the new bath taps. It would also be helpful if Mr T could contact the plumbers merchant he bought the bath taps from and ask if matching basin taps are available and get details of the cost.

The cost of reasonable protection for the floor and bath during repairs should also be paid by British Gas.

British Gas questioned the costs in the quote breakdown that was provided – indicating some might be too high per unit price. Having seen many schedules of work whilst considering insurance claims, I can understand its concerns. As such, I find that it would be reasonable for the cost of the labour and materials, other than the tiles, to be calculated using Huchins Price Book, which sets out up to date prices for materials and labour rates for typical building projects. This should ensure that both parties are satisfied a fair price has been calculated for the works needed. British Gas should provide Mr T with a breakdown of the settlement when it is paid.

I now turn to the matter of the compensation payment for the distress and inconvenience this matter has caused. Our investigator explained that we could only consider the matter of compensation for the period of the original complaint. However, as both parties have consented to us considering the further matters that have arisen since that date, I think it reasonable for me to consider the matter of compensation for the whole period too.

I am aware that new bath taps were bought in 2018 and that British Gas paid for them as compensation for the delays and errors it had made up to June 2018. On top of that our investigator awarded a further £1,000 to September 2018 to take account of the inconvenience they had unreasonably suffered throughout that period and the further errors

that were identified. Both parties agreed on these payments. Having considered them, I think they were appropriate at the time.

However, the payment for errors and delays up to June 2018 was determined before the misdiagnosis of the problem with Mr T's boiler had been established. So whilst British Gas effectively paid out £299 at that time as compensation, because it was in the form of paying for the new taps, which weren't actually needed, Mr and Mrs T didn't actually benefit from that payment. As such, I consider the £299 awarded in June 2018 should be made as a cash settlement.

Mr T has asked for further compensation for what has happened since the settlement was agreed in 2018.

Mr T has said he sent British Gas three quotes in October 2018 following acceptance of the offer to settle the complaint and this caused delays and additional work for him, as he hadn't kept copies. British Gas says it has no record of receiving anything from Mr T and this is why it didn't settle the complaint. I don't doubt Mr T when he said he sent in quotes, but equally I don't have reason to question British Gas when it says it didn't receive them. What I would question is why the £1,000 compensation payment was not made immediately. It would have been clear sorting out payment for the remainder of the settlement would be delayed whilst information was obtained and assessed. Given the circumstances at the time, I think it would have been appropriate for British Gas to have made that payment immediately. That said, I note that it has added late payment interest when the payment was made.

There is then the matter of the disagreement about the scope of the works British Gas is due to pay for. Having looked at the communication, all of which passed through our investigator, I think there were delays caused by both British Gas and Mr T. Mr T was not always co-operative in providing evidence to help sort out the issues. British Gas also changed its position several times and it did not provide explanations for its conclusions or changes in approach.

Overall, I think some further compensation is due. I have already concluded the £299 from June 2018 be paid to Mr T in cash. I believe it would be appropriate in the circumstances that the payment be rounded up to £500 to take account of the additional issues that occurred when attempts to establish the amount of redress were made.'

Mr T didn't accept my provisional decision. He said that he firstly wanted to make it clear that he had never agreed to settle on the basis of new taps as they had not been fitted and the problem had not been resolved at that point. He pointed out that when they were eventually fitted, the problem claimed for still existed.

Mr T highlighted that I and our investigator had concluded the issue was a matter of negligence rather than a claim covered by the terms and conditions of the insurance policy. In light of this our investigator had said the bathroom should be put back in the same position as it was in before the error by British Gas. He cannot see how patching the hole in the wall can be seen to be putting him back in the position he was in before British Gas caused the damage.

In relation to the works that will be needed to reinstate the bathroom, Mr T doesn't believe I have looked at the broader picture. In order to reinstate the bathroom various trades would be needed along with waste removal and protection for surfaces to access the bathroom. He went on to explain that when the tiles are removed the plasterboard behind them will be

damaged, wall panelling will be damaged, the joint between the wall and floor tiles will be damaged (resulting in the waterproof membrane under the floor tiles being damaged). The latter would require the floor tiles to be removed and the list of work goes on, including the plumber returning to reinstate the white goods and test for leaks. In addition, items such as bathroom cabinets and the blind would need to be removed and reinstated.

Mr T believes he has been more than reasonable with British Gas and made it various offers to settle the matter. It has responded with insulting offers.

British Gas confirmed receipt of the provisional decision. It said given the arguments it had already made, there was little more to say. It did, however, request that it be allowed to send its own contractor into Mr T's home to provide a quote for the works for comparison purposes.

I confirmed to the parties details of the taps that had been established and that I intended to include in the award settlement for matching basin and shower fittings. I was also not persuaded that given the circumstances it was appropriate for British Gas to go to Mr T's home to assess the job for comparison purposes.

British Gas confirmed it had no further comment to make. Mr T said that he's spoken to a builder and the builder had told him the new shower fittings were of a different size from those currently in place. In order to fit them the false wall (and therefore, the bath) would need to be removed. Mr T didn't provide any comment direct from the builder.

my findings

I have considered all the available evidence and arguments from the outset, including Mr T's further submissions, to decide what's fair and reasonable in the circumstances of this complaint.

I have carefully considered Mr T's further comments about the reinstatement works, but I am not persuaded to change my conclusions. Mr T has highlighted that we have said that he should be put back into the same position he was in before British Gas damaged his bathroom. That is the case, but I would provide clarification. That doesn't mean the room should be gutted and reinstated from scratch. It means that he should have a functional bathroom that for all intents and purposes is in the same condition as it was before the damage occurred. That means some items, such as the false wall, can be repaired rather than replaced.

Mr T has said that the plasterboard on the walls will be damaged when the tiles are removed, as will the skirting. The latter damage would then require replacement of the skirting, which will then cause damage to the floor. Having examined the photographs of the bathroom it's clear the walls were plastered before they were tiled and so I can see no reason why there would be any damage caused to the plasterboard beneath that plaster. As for the skirting, again I see no reason why it would be damaged such that it would need replacing when the wall tiles were removed. It appears Mr T is assuming the builders will cause a lot of unnecessary damage when removing the tiles. Whilst that is possible if the builder does not take suitable care, but I don't think it is something that is inevitable and British Gas should pay for.

In relation to Mr T's recent comments that replacing the shower taps would require the wall to be replaced, I note that this is not something that's been supported by comment from a

builder/plumber. Given the circumstances, I see no reason that would be necessary given the type of fittings associated with the shower.

Overall, whilst I know this will disappoint Mr T, I haven't been persuaded to change my conclusions about the works British Gas should pay for.

my final decision

My final decision is that I uphold this complaint and I order British Gas Insurance Limited to pay for the following:

- Repair to the plywood false wall;
- Removal of the tiles to the walls of the bathroom;
- Replacement wall tiles for the parts of the walls presently tiled at £25 per square metre;
- Labour costs to install the new tiles;
- Removal and refitting of the washbasin, toilet, towel rail, blind and any other wall hanging fitted furniture to allow the walls behind to be tiled and decorated;
- Replace the basin taps and shower fittings to match the new bath taps bought in 2018;
- Painting of the walls, ceiling and woodwork within the bathroom; and
- Protection of the bath, bathroom flooring and any other areas required for the duration of works.
- Disposal of rubbish.

All other than the specific cost of the basin and shower fittings, all costs are to be calculated using Hutchins Price Book.

In addition, British Gas Insurance Limited will be asked to pay a further £500 compensation.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr T to accept or reject my decision before 22 May 2020.

Derry Baxter
ombudsman