

The complaint

Mrs C is unhappy with the damage caused to her carpet by an engineer called out under her Homecare Four policy, underwritten by British Gas Insurance Limited (“British Gas”).

What happened

An engineer from D, on behalf of British Gas, came to fix a leak in Mrs C’s property. Mrs C was unhappy with the way the engineer left her property, in particular her bathroom carpet, which he’d lifted to try to fix the leak. Mrs C says the bath panel was not reattached properly, a gripper rod was left broken and the carpet was left loose with frayed edges visible around the sink and toilet. The leak was eventually fixed by another engineer who made a hole in the kitchen ceiling. The ceiling was repaired under Mrs C’s cover.

Mrs C complained to British Gas. Mrs C says she told British Gas she was unhappy about the engineer’s negligence in the way he took up the carpet, about the state he’d left the bathroom in and that he’d broken a gripper rod.

British Gas’ Final Response Letter said:

- it did not send anyone to re-lay the carpet as this isn’t covered by Mrs C’s policy
- the engineer tried to return the flooring as best as he could but because its engineers aren’t qualified carpet fitters, the floor might not go back down exactly the same
- it would send Mrs C a cheque for £10.00 to cover the cost of the broken gripper rod.

Mrs C brought her complaint to us. Despite Mrs C expressing her unhappiness about her bath panel to British Gas, the complaint Mrs C brought to us concerned her carpet and her gripper rod. She said her complaint was about the negligence of the engineer when he lifted the carpet rather than how it was re-laid. Mrs C felt the policy should cover damage caused by negligence. She said she wanted British Gas to arrange and pay for her carpet to be put back to as close a manner as it was laid previously, replacing the broken gripper rod at the same time. Mrs C sent us links to photos of the damage to her bathroom carpet.

Our investigator didn’t uphold the complaint. Her view was that British Gas had treated Mrs C fairly and reasonably because:

- the terms and conditions of Mrs C’s policy, said it “*won’t replace or restore the original surface or coverings, for example, tiles, floor coverings, decoration, grass or plants*”, so British Gas weren’t responsible for putting the carpet back
- the policy didn’t cover re-laying the carpet as closely as possible to its original state, which is what Mrs C said she wanted British Gas to do
- British Gas offered Mrs C £10.00 to cover the cost of the gripper rod, even though it said the rod was already broken.

Mrs C was unhappy with this view. She said she’d signed a disclaimer on the engineer’s arrival at her property that excluded any damage caused by negligence and so felt any

damage caused by the engineer's negligence should be paid for by British Gas. She disagreed that the rod was already broken. Mrs C said she was unsure how British Gas knew the carpet had been put back as best as possible when it didn't inspect the carpet or ask to see photos.

Mrs C requested an ombudsman's decision.

I asked Mrs C to resend the photos because the links sent by her previously no longer worked. Mrs C said she was unable to do this because her husband had deleted the original photos and - because she had already resolved the damage to the carpet herself in the meantime - she was unable to take and send new photos. Mrs C also said she no longer had the cheque from British Gas for £10.00.

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 and in doing so, I shall not be upholding Mr C's complaint. I appreciate this is not the outcome Mrs C was hoping for, so I shall explain why I've reached this decision.

I've considered whether:

- the policy covered restoring property to its pre-emergency condition and if it didn't, whether this was clearly explained
- the damage to the carpet was necessary and unavoidable or negligent

Page four of Mrs C's renewal documentation refers the policyholder to the terms and conditions for complete contractual information about the cover. Page four of the terms and conditions (in the "HomeCare Range Terms and Conditions" booklet) sets out under the "access and making good" sub-heading of the "Definitions" section:

"we won't replace or restore the original surface or coverings, for example, tiles, floor coverings, decoration, grass or plants"

I am satisfied then that the policy documentation explained clearly that flooring will not be returned to its original state and that the definition of floor coverings would include carpets.

It's not in dispute that the engineer needed to lift the carpet to try to fix the leak. What's in dispute is whether the engineer was negligent in the way he lifted the carpet and whether the damage described by Mrs C was caused by the engineer's negligence. I have looked at whether British Gas acted fairly and reasonably in line with Mrs C's policy wording. Any points concerning negligence are arguments better dealt with by the courts.

I've considered whether the damage to the carpet was necessary and unavoidable. There's no longer any photos of the damage, so I've relied on Mrs C's description of how she says the carpet was left.

The damage to the carpet described by Mrs C sounds, on balance, to have been necessary and unavoidable. Carpets are usually attached to the floor at the edges. It is reasonable to expect that lifting the carpet would have led to some fraying of the edges of the carpet given that carpets are usually woven. The damage described by Mrs C seems, on balance, most likely to have been necessary and unavoidable if the engineer was to access the leak.

Mrs C also complained that the carpet was left loose. To have avoided this, the engineer would have had to re-attach the carpet to the floor. I am of the view that this would be restoring it when the policy wording is clear that restoring floor coverings is not covered. Also, Mrs C did not say the carpet was left unsafe or that it presented a trip hazard. If the way the carpet had been left posed a trip hazard and was unsafe, we might have expected the engineer to have done more to secure it. But as Mrs C made no mention on this, what the engineer appears to have done here seems reasonable.

Mrs C felt that British Gas should have sent someone round to inspect the carpet or have asked for photos of it. Based on what I've outlined already, it's not unreasonable for British Gas to have concluded from Mrs C's description that the engineer left the carpet as best he could. So, I don't think that British Gas did anything in wrong by not requesting photos and not sending someone round to look at the carpet.

When the engineer arrived at the property, Mrs C says he asked her to sign a disclaimer that excluded damage caused by negligence. Given that I am satisfied that the damage described by Mrs C was necessary and unavoidable, I have not felt it necessary to further pursue this further with British Gas.

Mrs C says the engineer broke a gripper rod holding down the carpet. British Gas says the rod was already broken when the engineer lifted the carpet. Despite this, British Gas has sent Mrs C a cheque for £10.00 to cover the cost of the broken gripper rod.

In conclusion, I feel the damage to Mrs C's carpet was necessary and unavoidable. The way the carpet was left by the engineer, according to Mrs C's description, was in line with Mrs C's policy. Also, the cheque for £10.00 British Gas sent to Mrs C to cover the broken gripper rod seems fair and reasonable.

My final decision

I do not uphold Mrs C's complaint. British Gas should send Mrs C a replacement cheque for £10.00 if this has not already been cashed by Mrs C, but I do not instruct British Gas Insurance Limited to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 30 April 2020.

Ruth Peek
Ombudsman