

The complaint

Mrs W has complained that when British Gas Insurance Limited (BG) undertook a repair under her HomeCare policy, it caused damage to her flooring.

What happened

The details of this complaint are known to both parties so I won't repeat them again here. Instead I'll focus on giving the reasons for my 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 taken into account BG's response to our investigator's initial view on Mrs W's complaint, as did our investigator when issuing his second view. I agree with the conclusion that he reached and I'll explain why.

BG isn't being asked to settle an insurance claim. It's being asked to compensate Mrs W for damage to her floor. BG doesn't dispute that it's responsible for that damage, and that the floor had previously been in good condition. The damage can't be repaired and will therefore need to be replaced if Mrs W is to be returned to the position she was in before the damage occurred.

BG has argued that it shouldn't be required to pay the full replacement cost of Mrs W's flooring (£1,228) because it was approximately 15 years old. It's offered her £680.

If Mrs W's floor had been capable of being repaired, then I think it would've been reasonable for BG to pay for that repair. But as it can't be repaired, Mrs W either has to live with a damaged floor for which she's been offered compensation of £680, or to pay £548 on top of BG's compensation to replace it.

Only BG paying the full cost of replacement will return Mrs W to her original position. I accept that she will then have a brand-new floor replacing one that was 15 years old, so there is some benefit to her. But the alternative is for her to suffer a detriment through something that BG did, which isn't fair.

I don't consider that it's reasonable for BG to suggest that Mrs W claims on her home insurance. This would cost her at the very least an excess, but also potentially higher premiums in the future.

I consider the fair and reasonable outcome is for Mrs W to be put back into the position she was in before the damage occurred, that is with a floor in good condition. BG should therefore return her to that position by paying the £1,228 she's been quoted for the replacement of her floor.

I also consider that it should pay her the £50 it originally offered her for the inconvenience she's been caused.

My final decision

For the reasons I've given above, I'm upholding Mrs W's complaint.

I require British Gas Insurance Limited to pay Mrs W compensation for the damage to her floor of £1,228.00.

I also require British Gas Insurance Limited to pay Mrs W compensation of £50 for the inconvenience she's suffered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 11 January 2021.

Nigel Bremner
Ombudsman