

## **The complaint**

Mr and Mrs G complain that when they claimed on their British Gas Insurance Limited (British Gas) HomeCare policy that the engineer that attended caused damage in their home.

There are several parties and representatives of British Gas involved throughout the claim but for the purposes of this complaint I'm only going to refer to British Gas.

## **What happened**

On 10 December 2019 Mr and Mrs G had a leak on their ensuite bathroom sink.

As this was covered by their British Gas HomeCare policy Mrs G contacted them to report the leak coming from the anti-syphon trap.

An engineer attended but did not have the correct parts, so a standard trap was fitted. As he undertook the work water escaped on to the floor and damaged the upstairs carpets.

Whilst the engineer was there it was noticed that dirt from his wet footwear had soiled the carpets in the hall, stairs and bathroom. Mr G put down a plastic sheet to cover the carpets, but they were already soiled. The engineer said that he had not been supplied with any equipment to cover his wet footwear.

After the engineer had left it was noticed that water was dripping through the light fitting in the kitchen below. This later stopped.

Mr and Mrs G made a complaint to British Gas about the damage to their carpets and the incorrect trap fitted to the ensuite sink.

In February 2020 a British Gas engineer carried out a visit to look at the damage and see what work needed to take place to complete the work to the sink. They arranged to come back to complete this in March 2020.

By November 2020 despite numerous emails and telephone calls made to British Gas and their representatives by Mr and Mrs G the claim had not moved forward and the work to fit the correct trap to the sink was still not completed.

On 9 November 2020 Mr G finally spoke to a British Gas customer relations representative who was able to progress their complaint.

The sink was still not repaired to a standard acceptable to Mr and Mrs G. The anti-syphon trap had still not been replaced and a different style of plug had been used. The electrics had not been inspected since the water had leaked through the ceiling and the floor coverings had not been cleaned/repaired.

A British Gas representative came out to inspect the damage to the carpets and confirmed that they were unable to clean them. On 2 December 2020 Mrs G accepted £1500 in full and final settlement of the claim for the damaged flooring.

Appointments were also booked for both a plumbing engineer and electrician to attend on the morning of 2 February 2021. After the appointments had been booked the electrician called to advise Mr and Mrs G that they would be unable to attend due to Covid restrictions as it was non-essential work and the Dyno engineer attended later than agreed, so Mr G refused him entry.

Mr G advised British Gas that he no longer wanted them to complete these jobs and wanted compensation for the overall experience and for money to cover the cost for third parties to complete these repairs to be included in this.

In February 2021 British Gas paid £500 to Mr and Mrs G as a gesture of good will and in recognition of the problems experienced in dealing with them. British Gas also confirmed that Mr and Mrs G could arrange for a third party to complete the remaining repairs, and that these costs would be reimbursed.

Mr and Mrs G were not happy with this response and brought their complaint to our service.

Our investigator upheld their complaint and said British Gas should pay £200 more compensation. They didn't make a finding on the carpets as Mr and Mrs G had accepted a full and final offer on this in December 2020. Mr and Mrs G state that this was not a satisfactory outcome.

As Mr and Mrs G were unhappy with the investigator's view the case has been brought to me for a final decision to be made.

### **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.

#### *Sink repair and damage caused*

The attendance by the engineer on behalf of British Gas was less than satisfactory. I think it is reasonable to expect an engineer to turn up with a supply of basic parts and tools to complete a simple job. I do accept that there are likely to be many different types of anti-siphon traps and that is likely the engineer would need to see the sink to confirm exactly which one he needed. I feel it was acceptable to put on a temporary trap but the correct one should have been ordered and fitted soon after. The engineer should have had parts available to cap off pipes before starting such a job. If these had been available, then it is likely any escape of water when removing the sink to fit the trap would have been small and not caused any damage.

The wet and dirt that went on to the carpets from the outdoor shoes of the engineer was easily avoidable if they had been supplied with plastic covers for outdoor shoes when wearing them inside.

As water had gone in to a light fitting I think it is reasonable that Mr and Mrs G would want this checking by an electrician for reassurance that there was no damage and I think that such a check should have been made much higher priority. A check should have been completed as soon as any Covid regulations allowed. It should not be still outstanding 14

months later.

### *Floor coverings*

Mr and Mrs G have said in their complaint that the payment for carpets had *not been nearly met to purchase equivalent quality*. However, they had accepted a payment of £1500 in December 2020 in full and final settlement.

I have looked in to this part of Mr and Mrs G's complaint even though they accepted £1500 as a full and final offer because they said they accepted it as British Gas told them it was not prepared to go any higher, and that they could still bring a complaint to our service about the amount paid if they didn't think it was fair.

Having looked at the evidence I can see that the carpets that were damaged were approximately 10 years old and were not able to be repaired. The £1500 paid did not include costs for replacement underlay as this was seen to be wear and tear and not related to the damage caused to the carpet.

I feel that the £1500 that was paid was fair and reasonable in the circumstances and I don't require British Gas to pay anything else for the carpets.

### *Customer service*

There is a period of 14 months between the engineer attending to repair Mr and Mrs G's leaking valve and the final offer of compensation from British Gas and still some of the required and agreed work has not been completed. During this time Mr G was undergoing treatment for a serious illness and was in poor health.

I think that 14 months is an unreasonable length of time to sort out a repair to a sink and check the electrics had not been damaged - even taking in to account the restrictions that were out of British Gas control due to Covid restrictions.

Between February 2020 and November 2020 Mr and Mrs G tried to contact British Gas numerous times to progress the claim without success. and I feel that this poor level of service and having to constantly relate their complaint over and over again to different contractors appointed by British Gas would have caused them both further distress and inconvenience.

Therefore, I uphold Mr and Mrs G's complaint and feel that further compensation of £200 is appropriate in this case. British Gas must also reimburse the costs for a third party to complete the remaining repairs and check the electrics.

### **My final decision**

For the reasons I have given I uphold their complaint. I require British Gas Insurance Limited to pay Mr and Mrs G a further compensation payment of £200 (total compensation of £700) for the distress and inconvenience caused to them over the past 14 months. They must also reimburse the costs for a third party to complete the remaining repairs and check the electrics.

British Gas Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr and Mrs G accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Mrs G to accept or reject my decision before 30 September 2021.

Sally-Ann Harding  
**Ombudsman**