

## **The complaint**

Mr D, on behalf of the estate of Ms D, has complained that British Gas Insurance Limited (British Gas) caused damage during visits under a home emergency policy.

## **What happened**

British Gas visited Ms D's home to deal with a leak. British Gas and another contractor visited on multiple occasions before finding the source of the leak and repairing it. Mr D complained as he said British Gas had caused unnecessary damage to his mother's home by carrying out works that didn't find the source of the leak.

When British Gas replied, it said it had previously advised Mr D it would be liable to repair and make good the access it had made through the concrete flooring. However, it had reviewed its position and while it would cover the damage to the floor and the wall, it wouldn't deal with the floor covering, carpets or wooden flooring, as this needed to be claimed through home insurance. It said it hadn't caused the leak, so it wasn't responsible for the damage to the flooring. Due to Ms D's ill-health and that Mr D had advised the contractor had misdiagnosed the situation, it offered £200 as a gesture of goodwill and apology. It said the claims team had been in touch with the details of the work it was willing to carry out.

Mr D complained to this service. Our investigator didn't uphold the complaint. He said British Gas wasn't responsible for damage caused by leaks unless they caused the damage and it couldn't be held responsible for pre-existing damage. He said British Gas had acted fairly by carrying out work to deal with the damage caused by the engineers gaining access and the compensation offered was reasonable. As Mr D didn't agree, the complaint was referred to me.

I issued two provisional decisions on this complaint. In my first provisional decision, I explained the reasons why I was planning to uphold the complaint. I said I thought the damage to the living room and bedroom floor was the result of the chemicals in the water from the leak, so would have needed to be replaced anyway. I said the damage to the hallway floor seemed to be the result of unnecessary work carried out by the engineer to find the source of the leak. I said British Gas should pay the cost of replacing the hall floor, based on quotes obtained by Mr D. British Gas didn't reply to my provisional decision. However, Mr D replied and said although there was a damp patch on the living room carpet, initially, there was no damp or damage at all to the bedroom. The damage only occurred when the engineers filled and repressurised the system on two occasions due to their failure to diagnose the problem.

I considered the evidence again and issued a second provisional decision and said British Gas should pay the cost of replacing both the hall floor and the bedroom carpet based on quotes provided by Mr D, as I thought British Gas responsible for damaging them. Following this, it became clear that it was difficult for Mr D to obtain quotes, including because the flooring had already been replaced. So, I wrote to both parties and said I would decide a settlement figure that I thought was fair and reasonable. I said I thought British Gas should pay £1,700 to settle the complaint based on the reasonable cost of the supply and fitting of a

like for like carpet and an engineered wood floor. Both parties were given until 11 November 2022 to reply.

British Gas replied and asked how the figure had been calculated and said it shouldn't be based on a "*guess*". British Gas suggested that it could appoint a contractor to assess the cost of the replacement flooring.

Mr D said the amount for the damage was acceptable.

### **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.

Having done so, I've decided to uphold this complaint and for the reasons given in my provisional decisions. I've considered British Gas's comment about the settlement amount. The figure I proposed wasn't based on a guess. It was based on the elements required to replace a carpet and wooden floor taking into account what was there at the time of the damage. It included items such as underlay and floor edging, plus labour. The costs were based on comparing the costs of the different elements to decide a reasonable cost.

I'm aware British Gas has offered to send a contractor. However, I don't think that is appropriate in the circumstances. This complaint needs to be brought to a close. I don't think a contractor instructed by British Gas to decide how much it should pay is the way to achieve this at this stage. I'm also mindful that it is the cost to Mr D to replace the flooring that I need to consider. If Mr D had replaced the floor like for like, in the first instance I would have considered if British Gas should simply pay those costs. A complication has arisen because Mr D replaced the flooring with a different and more expensive type of flooring. Based on all the evidence I've seen, and taking into account the comments from both parties about this complaint and how it should be resolved, I remain of the view that it is fair for British Gas to pay £1,700 for the cost of replacing the flooring.

### **Putting things right**

British Gas must pay £1,700 as the cost for replacing the flooring.

**My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld. I require British Gas Insurance Limited to pay £1,700 for the cost of replacing the damaged flooring.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Ms D to accept or reject my decision before 12 December 2022.

Louise O'Sullivan  
**Ombudsman**