

The complaint

Ms B complains British Gas Insurance Limited (British Gas) caused damage to a worktop in her garage after she made a claim on her home emergency insurance policy. And that the cash offer made for repairs was not enough.

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

What happened

Ms B made a claim on her home emergency policy that she held with British Gas after the tap in the utility area of her garage became loose and there was low water pressure to it.

A British Gas appointed engineer attended and found the tap was not repairable and it needed to be replaced.

To replace the tap the worktop had to be lifted and whilst doing this it split round the hole where the tap came through. A new tap was installed. The split worktop was put back in place. At Ms B's request the engineer put sealant around the broken area by the tap.

Ms B made a complaint to British Gas about the damage caused.

British Gas said the worktop had split at the site of the tap hole due to its age and poor condition. And in view of the condition of the worktop prior to its engineer attending, it made a cash settlement offer of £500 for the damage caused.

As Ms B was not happy with British Gas's offer, she brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and did not think British Gas had done enough to put things right. They said the cash offer made by British Gas was not enough for her to replace the worktop. They said British Gas should meet the cost of the repair or replace the worktop themselves.

As British Gas is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

What I provisionally decided – and why

In this case there isn't any dispute over the fact that the worktop snapped when the British Gas engineer lifted it to gain access to replace the broken tap. There was no other way for the tap repair to be completed without the worktop being lifted.

I looked at the engineer's report. It said the worktop snapped due to the condition of it prior to moving it. It said at the time the split occurred Ms B had understood that it was inevitable. I saw that the engineer advised a new worktop was needed urgently.

I looked at the images of the worktop and it is clear that the worktop and cupboards underneath were in a poor condition. I saw that the worktop near the sink was made up of three different pieces of worktop. One piece was even a different colour to the other pieces. The images show multiple chips to the worktop edges around the sink. This will have let water in and will have weakened the strength of the worktop which was made of laminate chipboard.

I accept that it is possible that a newer worktop may also have snapped when it was put under stress when moved. However the evidence provided in the images of the garage, and the information from British Gas contractors, persuade me that the condition of the worktop at the time the engineer attended attributed to it breaking so easily.

British Gas made an initial cash offer of £250 in respect of the damage caused. This was increased to £500. It said this offer was based on the condition of the worktop prior to the incident.

Ms B obtained a quote from a local tradesperson to replace the worktop and realign the cabinet below, this came to £1,895, not including VAT. The quote did not include a monetary breakdown for labour and materials. In addition the quote does not specify the specific worktop material to be used or if this is for a complete or part new worktop.

Despite the condition of the worktops being poor, British Gas did cause the damage and Ms B should be put back in the position she was in prior to this. In this case this means the part of the worktop that was damaged should be replaced with a new piece in the same material – laminate chipboard. I do not consider that all of the pieces of the worktop should be replaced.

In this case I think that the £500 offered by British Gas is fair and reasonable. It will enable Ms B to get the worktop piece around the sink that was damaged replaced with a similar piece of worktop and realign the cabinet underneath. This would put her back in the position she was before the worktop snapped.

Therefore, I intend not to uphold Ms B's complaint and I do not require British Gas to offer anything further than the £500 cash settlement it has already offered.

Responses to my provisional decision

Ms B responded to say her units and worktop were not broken or in the condition as described. She said the engineer would not have started the work if they were. She said due to the worktop breaking this has caused the bottom cabinet units to be misaligned.

Ms B also submitted a more detailed invoice from a local supplier which included detail of the work to be completed including replacement of the worktop, removing sink, and reinstalling and adjusting and aligning the cupboards beneath the worktop.

British Gas responded to say it had reviewed the document submitted by Ms B. But it maintained its position with the offer of £500 to replace the damaged worktop. It said this would be the cost for a like for like replacement. It said it did not have any further offers to make in this regard.

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.

In response to Ms B's comments;

British Gas's engineers report says there was no alternative than to lift the worktop to replace the broken tap in the garage. I saw in the engineers notes it says *the customer understood it was inevitable it would split*.

I reviewed the pictures of the units and worktop in the garage again and I have not been persuaded that the breakage of the worktop by British Gas's engineer caused the damage and misalignment to the button cabin unit underneath. This is because the worktop above this unit was already made up of two pieces of worktop which would have already meant a weakness in this area.

The pictures provided by Ms B clearly show the worktop and units against a wall in the garage. It shows the worktop in several parts and there is clear sign of wear and tear to both the worktop and cupboards.

I reviewed the more detailed quote, and it still did not include a monetary breakdown of materials and labour or specify the worktop material. However it did include detail of work that I do not think British Gas are responsible for covering, including removing and refitting the sink.

I only require British Gas to cover for the cost of a worktop to be fitted. I think that the offer of £500 is enough to replace the worktop in laminate woodchip and adjust the unit below. This would put the garage back to the same state it was prior to the worktop breaking.

Based on the evidence I've reviewed I maintain my provisional decision and I do not uphold Ms B's complaint.

My final decision

For the reasons I have given I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 4 April 2023.

Sally-Ann Harding
Ombudsman