

The complaint

Mr J complains that British Gas Insurance Limited (BG) caused damage to his home, following a claim under his home emergency policy.

What happened

Mr J contacted BG as he had a blocked sink at his home. It sent an engineer who whilst attempting to remove the blockage with equipment, caused further damage and wastewater leaked onto the carpet at his home.

As the carpet had wastewater leaked on to it, BG arranged for an assessment to be carried out, as to the damage caused at the property. A report was written, which Mr J signed as correct. The report concluded that there were no signs of lasting damage to the carpet, no signs of mould or smell of damp. And the carpet could be professionally cleaned. There was damage noted to a kickboard.

BG offered a total of £124.25 which included the carpet being professionally cleaned and replacement of various damaged items. It also offered compensation of £50 for the trouble and upset caused.

Mr J was unhappy about this and complained. In its final response, BG accepted that its engineer's work was poor. It apologised and increased its offer of compensation to £200. In addition, it agreed to replacing damaged items and for the carpet to be cleaned.

Mr J was still unhappy as he said the carpet couldn't be cleaned and ought to be replaced. And as he had been given his referral rights, referred a complaint to our service. One of our investigators considered the complaint, and ultimately thought that it shouldn't be upheld. He said that BG had provided evidence to show that the carpet didn't have any lasting damage. And that it could be professionally cleaned for £50. He also said that the level of compensation offered by BG, was fair.

BG accepted the view, Mr J did not. He said that he had had a difficult time with water being on the carpet and that cleaning wouldn't suffice. So, he asked for a decision from an ombudsman.

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 won't uphold this complaint, for much the same reasons as our investigator. I understand that this might be a disappointment to Mr J, but I hope my findings go some way in explaining why I've reached this decision.

I have considered both parties comments and evidence they have provided. Having done so, I think the main issue of this complaint is whether BG were fair in its resolution of Mr J's complaint. So, I've focussed my findings on this issue.

Mr J explains that he had a blocked sink at his home. He made a claim against his policy and BG sent an engineer.

It's admitted by both parties, that the work completed by the engineer was poor. And this caused wastewater to leak over a carpet and the kitchen floor.

BG has agreed to replace a kickboard and some other items that were damaged because of the leak. So, I understand there is no issue with this.

Mr J complained about the initial offer of compensation, and I can see that BG increased this offer to £200. Having reviewed this in line with our service's guidelines on compensation, I'm satisfied that this offer is fair and reasonable. And adequately compensates Mr J for BG's error. So, I won't ask BG to increase this further.

The final issue that is in contention, is whether it is fair or reasonable for BG to replace the carpet, rather than to have the carpet professionally cleaned.

Mr J said that there had been a lot of water on the carpet at the time. I accept this as a leak had occurred. He said that professionally cleaning the carpet wouldn't be sufficient and it would be fair for the carpet to be cleaned. So, I've further looked into this.

Its right that there was water on the carpet, which caused damage to a kickboard and some other items. But BG provided evidence of a damage to property report. In that report, the assessor makes it clear that the photos that Mr J showed, did indicate that the carpet had been wet. The photos that were taken by the assessor showed that the carpet no longer was wet and that it had no lasting damage to it. There was no smell of damp and there was no mould. In other words, the carpet showed no signs of damage.

BG provided evidence in support, that the cost to professionally clean the carpet would be £50 and offered Mr J that amount to cover the cleaning costs.

Mr J hasn't provided me with any expert evidence that could indicate that the best course would be to replace the carpet. Also, he signed the damage to property report, as an indication that he agreed with its contents.

In the absence of any expert evidence from Mr J to the contrary, I'm satisfied that BG has provided enough evidence to show that the carpet doesn't have any lasting damage. Also, I accept that Mr J agreed by virtue of signing the damage to property report, that there wasn't any lasting damage to the carpet. Further, BG has offered to pay for its contractor to attend to carry out the clean.

If Mr J doesn't wish for BG's contractor to attend to professionally clean the carpet. And wishes to instruct an independent contractor, then BG's contribution to this, would only be up to the amount that it would've cost BG. That is, £50, which is fair and reasonable.

I understand that Mr J is likely to be disappointed with the findings. But I don't think it's fair or reasonable that BG ought to replace the carpet as there is no lasting damage to it. And it can be professionally cleaned. I also think that the compensation offered is fair and reasonable. As is the offer to pay for the other items that were damaged. So, I will advise Mr J to contact BG if he wishes now to accept its offer. But I won't be asking BG to do anything further here.

My final decision

For the reasons given, I won't uphold Mr J's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 26 February 2024.

Ayisha Savage
Ombudsman