

## **The complaint**

Ms D complains that British Gas Insurance Limited provided a poor standard of service and damaged her property when repairing a gas pipe under her home emergency policy.

## **What happened**

Ms D held a heating and plumbing and electrics policy with British Gas to cover emergency repairs and an annual boiler service.

In December 2022 Mrs D called British Gas out to deal with a boiler issue and they had to re-run the gas supply in order to resolve it. They removed some floorboards upstairs to access the pipework and cut some parts of carpet in order access the floorboards.

Ms D complained that the floorboards hadn't been put back properly and were damaged and that her carpet had been cut and ruined without her consent.

British Gas sent an engineer out to assess the damage and he reported that there were no issues with the repair. British Gas asked Ms D to send in photos to support her damage claim, but she didn't.

British Gas issued a final response on 7 March in which they said they couldn't uphold the complaint as there was no evidence of damage, and Ms D brought her complaint to us.

One of our investigators has looked into Ms D's complaint. He asked British Gas to go out again and assess the damage. A further engineer's visit took place on 24 October. He recommended some remedial work to the pipes and replacement of some damaged floorboards to resolve the issue.

Our investigator recommended that the repair work was undertaken, and that British Gas pay Ms D £150 for the distress and inconvenience caused up until 7 March 2023.

Ms D is unhappy with this and so the case has come to me to review.

## **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 considered all the information provided, I'm upholding this complaint on the same terms as the investigator recommended and I will explain why.

## **The damage**

Ms D complained to British Gas straight away after their visit. She said that the floorboards hadn't been put back correctly and they floorboards and carpets had been damaged. British Gas sent an engineer out to examine the damage on 28 February. However, the visit broke

down as Ms D wanted to record it, and the engineer refused consent. Following that visit the engineer reported that there was no evidence of damage.

However, the second engineer who visited in October 2023 agreed that the floorboards weren't secured properly, and that some of the piping hadn't been done properly, as it wasn't level under the boards, and had caused a board at the top of the stairs to split.

So, I'm satisfied that British Gas's workmanship wasn't at the standard that Ms D was entitled to expect, and I'm pleased that British Gas have agreed to rectify this for her. I think this is a fair offer to resolve the issues with the piping and floorboards.

I've then looked at Ms D's complaint about damage to the carpet. Ms D has said that British Gas cut her carpet when she had only asked them to pull it back and that it was "in pieces". I can see from the pictures that British Gas cut the carpet along the front of a chest of drawers in order to lift it and access the floorboards. They also lifted it all the way along to the doorway in order to run the pipes under the boards.

I have listened to all the calls on the file, and in a call to British Gas on 14 February 2023, Ms D told the call handler that the engineer had asked her if he could cut the carpet and she had replied "yes because we are changing the carpet anyway". So I'm satisfied that British Gas did ask and receive consent before they cut the carpet.

On page 29 of the policy wording it states

'We won't be responsible for repairing any pre-existing damage, nor will we replace or restore the original surface or coverings, for example, tiles, floor coverings, decoration, grass or plants'.

However, I would expect British Gas to make good any damage if it was unnecessary and excessive. So I've looked at the pictures supplied to see whether this was the case. Having done so, I'm satisfied that the cuts made to the carpet weren't excessive and appeared necessary to access the floorboards and pipes. So in view of the above, I won't be asking British Gas to pay for a replacement carpet.

### **Distress and inconvenience**

As I have said above, the work undertaken has been found to be below the standard expected and British Gas have agreed to repair this. So I've then thought about the impact of that poor workmanship on Ms D between 19 December and 7 March when British Gas issued their final response letter. I understand that Mrs D was concerned about the safety of the floorboards for herself and her son, and I can see why given the affected floorboards were on the small landing right at the top of the staircase, and just inside the bedroom doors. I also note that Ms D told the engineer in February that she had mobility problems.

So I am satisfied it is fair for British Gas to make a payment for distress and inconvenience caused by their poor workmanship. I consider that the £150 recommended by the investigator is fair in this case for the period from 19 December to 7 March.

### **Putting things right**

In order to put things right British Gas should:

- Repair the piping and floorboards in line with the recommendations of the engineer's report of 26 October 2023

- Pay Mrs £150 for the distress and inconvenience caused.

**My final decision**

My decision is that I am upholding Ms D's complaint about British Gas Insurance Limited, and directing them to put things right as outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 15 April 2024.

Joanne Ward  
**Ombudsman**