

## **The complaint**

Mrs C complains about the quality of flooring that was provided by British Gas Insurance Limited (BGI) following a claim made as a result of an escape of water.

## **What happened**

Mrs C held a HomeCare cover policy with BGI. She made a claim under the policy for assistance after she was unable to turn off the stopcock at her home address. BGI appointed an engineer, which I'll refer to within this decision as "D", to visit Mrs C's home and fix the stopcock.

D attended Mrs C's property on 24 March 2022 and 31 March 2022 and isolated the water from the mains. It replaced the stopcock and piping. However, the repair work undertaken by D wasn't properly completed during that visit, which caused damage to the laminate flooring in Mrs C's kitchen.

BGI agreed to replace the damaged laminate flooring within Mrs C's kitchen, which it accepted had been caused by defective workmanship by D. Mrs C wanted the new flooring to match the flooring in her dining room as the damaged flooring had. But this wasn't possible because the laminate flooring within Mrs C's dining room was no longer available due to the passage of time.

Mrs C asked BGI to provide waterproof laminate flooring in the kitchen. But BGI stated it informed Mrs C that no laminate flooring would be waterproof and a water resistant alternative would be provided, which was suitable for use within a kitchen.

BGI said it offered Mrs C the closest match of laminate flooring and that this was offered on a like for like basis to the flooring that had been damaged. It said Mrs C selected the replacement flooring on 31 October 2022 and confirmed she was content with that choice.

D undertook installation of the new laminate flooring on 8 December 2022. No issues were raised by Mrs C in the immediate period after the new flooring had been installed. However, on 12 September 2023, Mrs C notified BGI that there was bubbling to a section of the new laminate flooring, which had also started to lift.

As there were no reported leaks at Mrs C's address after the new laminate flooring was laid, she attributed this damage to be due to the quality of the flooring used by D. She also thought that water from underneath the flooring may have caused the damage observed as a result of the laminate flooring having been installed while the ground was still wet.

In response to Mrs C's concerns about her flooring, BGI instructed D to attend her property and assess the damage. It stated that the damage had likely been caused by a spillage being left on the laminate flooring, which had led to water penetrating its surface. And it said the images of the flooring it had seen showed dents or bubbles in places, which were in keeping with impact damage. It stated there was no evidence that the flooring was of poor quality and that, if the laminate flooring had been installed while the ground was wet, the

damage wouldn't have taken so long to appear. It therefore told Mrs C it wasn't responsible for the damage reported.

Mrs C complained that BGI; she wanted it to replace the laminate flooring again. On 14 February 2024, BGI issued its final response to Mrs C's complaint. Within that response it confirmed the reasons it didn't feel it was responsible for the damage reported. However, it offered to pay £250 compensation for the distress and inconvenience that had been caused as a result of multiple visits and delays in responding to the concerns Mrs C had raised.

Being dissatisfied with how BGI intended to resolve her complaint Mrs C referred her complaint to our service. Our investigator looked into what had happened but they didn't uphold this complaint. Overall, they thought BGI's had acted fairly and didn't need to take any further action. But Mrs C disagreed with our investigator's view of her complaint. So, she asked for it to be referred to 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.

Where the information I've got is incomplete, unclear or contradictory, as some of it is here I must base my decision on the balance of probabilities. I'd like to thank Mrs C and BGI for the level of detail contained within their submissions. I've read and considered all the information provided and, I haven't specifically referred to a point that Mrs C or BGI have made it isn't because I haven't considered it. My decision will focus on what I think are the key issues, which is an approach that reflects the informal nature of this service.

There's no dispute that damage occurred to Mrs C's flooring, which appeared as bubbling in or around September 2023. However, there's a disagreement between Mrs C, BGI and D about the cause of the damage and correct outcome of this claim. My role is to assess whether I think whether BGI made a mistake, or treated Mrs C unfairly, in how it decided to settle her claim.

Mrs C would like BGI to replace the laminate flooring because she believes the damage that is the subject of this complaint was either caused by poor quality flooring or the flooring being laid improperly on a wet surface. BGI and D dispute this and contend that bubbling to the laminate has been caused by a spillage and that this also resulted in the laminate starting to lift. They argue there are dents present, which are likely due to impact.

Here, I haven't seen an independent report or opinion from anyone instructed by Mrs C on the cause of damage. In the absence of that, I must base this decision on the information available. It appears that Mrs C believes BGI shouldn't be able to rely on D's opinion on the cause of damage, which may be because she feels it isn't independent. But D is a recognised organisation that has expertise in plumbing. D is able to assess and determine whether damage to flooring was caused by an escape of water. And our service thinks it's right for an insurer to instruct companies with expertise to inspect a customer's property to assist it in determining the cause of damage. So, it isn't unfair for BGI to rely on D's expertise here.

Turning to Mrs C's thoughts about the cause of the damage to her flooring first, I'll explain why I'm not persuaded the damage was caused by poor quality flooring.

I've seen images of the laminate flooring installed by D. This flooring had been installed for just over nine months before Mrs C reported the bubbling damage and lifting she'd observed. Mrs C appears to suggest that she wasn't given the choice over which

replacement flooring was used. But I've seen evidence from BGI that, on 31 October 2022, it provided Mrs C with details of alternative flooring to replace the flooring D had damaged after the defective repair at her home address.

I've also seen the email Mrs C sent BGI on the same date confirming that she was content that the flooring offered was "*a close enough match*" to the damaged flooring in her kitchen. She confirmed her authority for the replacement flooring to be installed stating "*I'm happy to go ahead with that one*". It follows that I'm satisfied Mrs C made a fully informed choice in relation to the replacement laminate flooring used.

The available evidence demonstrates that Mrs C was happy with the installation and the flooring used until 12 September 2023 when she reported bubbling and lifting of the laminate. I'm persuaded that, if the quality of the laminate flooring was poor, the damage would have been observed sooner. I'm also satisfied that the damage would, likely, have been widespread. And here, from the images of the flooring I've seen, the damage is isolated to only a small section of the flooring. So, I haven't seen enough evidence to enable me to reach a safe finding that the damage reported is due, as Mrs C seeks to persuade this service, to poor quality flooring.

In the alternative, Mrs C contends that the laminate was installed while the ground was still wet from the previous escape of water. She believes that poor workmanship is responsible for the laminate bubbling and lifting. I'm sorry to disappoint Mrs C but not persuaded by this argument. I'll explain why.

I'm satisfied that Mrs C hasn't reported any additional leaks or escapes of water to BGI. And I'm satisfied that the defective repair work that was undertaken by D in March 2022 after the escape of water damaged the original flooring was appropriately remedied before the replacement flooring was laid. If this wasn't the case, Mrs C would have contacted BGI either prior to, or in the immediate aftermath of, the flooring being installed.

The evidence that I've seen from BGI satisfies me that when the new laminate flooring was installed the ground was dry. The new laminate flooring was fitted on dry concrete and underlay and there's no evidence that the bubbling or lifting has been caused by water penetrating the surface of the laminate from underneath it.

There's also no evidence demonstrating that D deviated from standard industry practice which is to install new flooring on a dry surface. In addition to this, if the floor hadn't been dry when the new laminate flooring was installed, any water related damage would have occurred much sooner. It wouldn't have taken 9 months for the damage to occur or become visible.

BGI has argued that the bubbling damage to Mrs C's laminate flooring and the fact that it has lifted has been caused by a spillage of liquid and that liquid has penetrated the surface of the laminate. I know Mrs C disputes this but, based on the available evidence, I'm satisfied this could offer a plausible explanation overall for why the laminate has bubbled and lifted after being installed over nine months previously with no issues being reported until September 2023.

I've seen evidence demonstrating that Mrs C was made aware that the replacement flooring wasn't waterproof. So, she ought to have been aware that spillages could penetrate the laminate flooring and cause damage if left. A liquid spillage being left on laminate flooring could cause bubbling. It's in keeping with the images of the flooring I've seen, which show bubbling to some edges of the laminate. I'd expect to see this type of damage where a spillage has penetrated the surface of the laminate flooring.

I've also seen dents depicted in the images of the laminate flooring I've seen. I'm persuaded this is in keeping with likely impact to the flooring, such as by an object hitting the floor and causing impact damage.

In either scenario, it's fair to consider that damage to the laminate flooring is likely due to wear and tear or poor maintenance of the flooring, which are issues that haven't been caused by BGI or D. It follows that I don't think it would be fair to require BGI or D to replace the flooring. I'm therefore not upholding this part of Mrs C's complaint.

I can see that BGI recommended that Mrs C take advice from her household insurer to determine whether it would be willing to settle a claim for damage to her flooring. While this is a matter for Mrs C, I think that advice was sensible and helpful in the overall circumstances of this claim.

I'll turn now to Mrs C's concerns about the service she received from BGI after reporting damage to her laminate flooring in September 2023.

It's clear that the service Mrs C received from BGI was poor. BGI were aware of this second claim from Mrs C in September 2023. However, it didn't provide a response to Mrs C's claim until over 5 months later. It is difficult to understand why that took so long or why the claim became so protracted. I'm satisfied that there was avoidable delay caused. I can appreciate how frustrating that was and I've no doubt this would have caused distress and inconvenience to Mrs C, which could have been minimised had her claim been better managed by BGI.

As I've already mentioned, BGI has already offered to pay her £250 compensation to recognise the shortfalls in service she experienced after notifying it of the damage to her flooring on 12 September 2023. From the records provided by BGI I can see that Mrs C was emailing and telephoning BGI on a weekly basis to request an update. So, she spent significant periods of time chasing BGI for a resolution to her claim.

To put matters right in terms of the shortfalls in service Mrs C experienced, I'd have directed BGI to apologise, which I can see it's already done. I'd have also directed BGI to pay compensation to recognise the trouble and upset caused. I've therefore thought carefully about what a fair and reasonable offer to put things right looks like here.

We aren't here to punish businesses. And when our service considers an award of compensation we look at the impact of a business' mistake on the consumer. Our service has to consider what actually happened. So, we can't award compensation based on hypothetical and speculative situations.

I've seen information outlining the extent to which Mrs C was caused distress and inconvenience as a result delay and poor communication. And, having had regard to the impact those errors would have had on Mrs C, I'm persuaded the compensation already offered adequately recognises the distress and inconvenience she would have experienced here. The offer is fair and reasonable; it's what I would have directed BGI pay had no offer been made. It's also in line with awards made by this service in comparable circumstances. So, I won't be requiring BGI to increase the amount it's already offered.

I realise Mrs C will be disappointed with this decision. But I'm persuaded overall that BGI has dealt with her complaint fairly. It follows that I won't be asking it to do anything further. This now brings to an end what we, in trying to resolve Mrs C's dispute with BGI, can do for her. I'm sorry we can't help any further with this complaint.

**My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 16 December 2024.

Julie Mitchell  
**Ombudsman**