

complaint

Mr and Mrs S's complaint is about the handling of a claim under their central heating insurance policy with British Gas Insurance Limited.

background

I issued a provisional decision on this matter in February 2020, part of which is copied below:

"British Gas attended to a leak under the dining room floor. The floor had to be removed to access the leak. British Gas changed a fitting on the pipe. Mr and Mrs S say they then paid to replace the floor and make good the areas affected. However, around two months later there was another leak under the dining room floor in the same place.

British Gas came back out and having taken up the floor again, it said that the mains pipe had "popped its fitting". British Gas repaired it but Mr and Mrs S were unhappy that they would have to pay to have the dining room floor re-laid again and asked British Gas to pay for this. British Gas refused, as it said the second leak was due to "component failure" and was not related to its workmanship during the first repair. It said that if it had been poor workmanship, then it would have happened within a much shorter time of the first repair, so it is not responsible for the damage caused by this leak.

British Gas did offer £30 compensation for the delay in answering Mr and Mrs S's complaint but refused to pay anything more.

One of our investigators looked into the matter. He recommended that the complaint be upheld, as it had been established that the component that had popped off was the same component fitted by British Gas at the first attendance. The investigator said British Gas should pay the cost of repairing the affected floor, skirting boards and walls in the dining room. Mr and Mrs S had provided an invoice for £250 but said some work was still to be done, so the investigator said that it should confirm any further costs with Mr and Mrs S.

British Gas didn't accept the investigator's assessment and also queried whether any additional damage had been done at all. Mr and Mrs S provided copies of invoices and bank statements confirming they had paid to have the flooring replaced after the first leak and also pointed out that British Gas's contractors had had to take up the flooring again when they attended in April 2018, so it should be aware that they had had this work done.

As the investigator was unable to resolve the matter, it has been passed to me.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The invoice/quote provided by Mr and Mrs S to prove that they had had the dining room floor relaid after the first leak in January 2018 for the first work is not reliable. Several different copies of this same invoice have been provided by Mr and Mrs S. The first one was dated 15 February 2019 - rather than 2018 - for £1,800 plus VAT, so total of £2,160. When the investigator pointed this out, they provided one dated March 2018 instead. Then British Gas said VAT had been included but no VAT registration number was provided on the invoice.

After pointing this out, Mr and Mrs S then provided a copy without VAT added.

Mr and Mrs S also provided a copy of their bank statement, showing a payment to the same flooring company of £1,660 on 8 February 2018 (which is less than the amount on the invoice). They said the work was carried out over several days in week commencing 12 February 2018, which is why the invoice is dated 15 February 2018. "That invoice was sent in line with an earlier quote which proved to be more than the final payment due to less flooring materials being used. As ... [the contractor] was happy with the payment made we didn't have any need to ask that he re-issue the invoice and until checking the payment I had forgotten about the small difference - apologies for the confusion."

I can't disregard these discrepancies. However, having said that the complaint is not about reimbursement for the amount on that invoice but is about whether Mr and Mrs S had the floor re-laid after the first leak.

Even disregarding the invoices provided, there is evidence from Mr and Mrs S's bank statements that a payment was made to a flooring company in February 2018. British Gas has not provided any evidence that it did not have to pull up the floor again. Overall therefore some compensation is warranted for that British Gas caused the pipe to leak again and the trouble this caused to Mr and Mrs S, which I am satisfied involved some rework to the flooring.

Mr and Mrs S have provided an invoice for £250 for relaying the flooring and say more work is required. The invoice is dated around six months after the leak was repaired and simply says it's for "flooring". There is no other evidence, aside from a photo showing some skirting boards that had been removed of what else is required, or of what work was done already in this invoice.

Having considered all the evidence available, I consider that compensation of £250 to take account of the cost of relaying the affected area of floor is reasonable.

Both parties can provide evidence in response to this provisional decision if they do not agree with this or have anything to add.

my provisional decision

I intend to uphold this complaint against British Gas Insurance Limited and require it to pay Mr and Mrs S £250 compensation for the distress and inconvenience caused by its handling of their claim."

responses to my provisional decision

I invited both parties to respond to my provisional decision with any further information or evidence they want considered.

Mr and Mrs S have confirmed they accept my provisional decision, however they also say that I mentioned compensation but this is not reflected in the decision.

They also say there has been another leak recently, which was dealt with "*promptly and professionally*" but they were left with the impression that this leak was also avoidable if the previous repairs had been done properly.

British Gas has not responded to my provisional decision.

findings

I've considered all the available evidence and arguments again to decide what's fair and reasonable in the circumstances of this complaint.

I set out in my provisional decision that I was satisfied that some work was required to relay the floor after the second leak but that the invoice provided by Mr and Mrs S didn't establish what was done. It was dated six months after the leak, didn't provide any detail of the work done and simply said it was for "*flooring*". Given this, I therefore provisionally decided that general compensation of £250 was appropriate to reflect the trouble caused to Mr and Mrs S *and* to include the work to relay the floor. As no new evidence has been provided, I remain of the opinion that this is reasonable in the circumstances of this complaint.

Mr and Mrs S have said there has been another leak under the same floor but they are satisfied by the handling of those repairs. They say it was suggested that this leak was avoidable if the original leak had been repaired properly but there is no evidence of that available to me and this has not been put to British Gas yet as far as I am aware and so I am unable to make any finding about this in this decision. Mr and Mrs S can ask British Gas to address this if they wish and can revert to us if necessary.

final decision

I uphold this complaint against British Gas Insurance Limited and require it to pay Mr and Mrs S £250 compensation for the distress and inconvenience caused by its handling of their claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 5 April 2020.

Harriet McCarthy
ombudsman