

complaint

Mrs H complains that British Gas Insurance Limited gave poor service under a home emergency insurance policy.

background

Mrs H had a policy to cover home emergencies including plumbing and drainage and kitchen appliances. Where I refer to British Gas I refer to the insurance company of that name and I include its plumbing and drainage company, its engineers and others for whose actions I hold the insurer responsible.

Mrs H has a house where the front door opens onto a space at the foot of the stairs. Above that space is an upstairs bathroom. She called British Gas for help with a leak of water from the bathroom. She complained that British Gas took several visits to fix the leak, so it caused further damage to what was below.

Mrs H also complained that British Gas should pay for a new fridge.

our investigator's opinion

Our investigator recommended that the complaint should be upheld in part. She thought it fair that British Gas had offered to contribute 30% towards replacing the fridge. As regards the leak, the investigator thought that British Gas was responsible for the damage that occurred to Mrs H's property. The investigator recommended that British Gas should:

1. pay the full cost to repair the ceiling, the wallpaper on the staircase, and the hallway; and
2. pay to replace the carpet on the stairs; and
3. pay to replace the water- damaged laminate flooring in the hallway, landing and bedroom that resulted from this leak.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mrs H and to British Gas on 28 March 2019. I summarise my findings:

The Fridge

British Gas offered Mrs H a 30% contribution towards the cost of a new fridge. I find that fair and reasonable in line with the policy terms.

The Leak

I kept in mind my findings about the condition of Mrs H's home before she contacted British Gas. And I kept in mind that she hadn't shown what damage happened when.

I didn't find it fair and reasonable to direct British Gas to pay compensation on the basis of "new for old".

Overall I thought its offer of £1,290.00 was more than fair and reasonable. I was minded to direct British Gas to honour that offer.

Subject to any further information from Mrs H or from British Gas, my provisional decision was that I was minded to uphold this complaint in part. I intended to direct British Gas Insurance Limited to pay Mrs H £1,290.00 for damage to her home in December 2017.

British Gas hasn't responded to the provisional decision.

Mrs H disagreed with the provisional decision. She says, in summary, that British Gas damaged her flooring. She has sent us some more photographic evidence and copies of job sheets.

my findings

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

I have to look at whether Mrs H was a policy holder on her own or jointly with someone else. If she were a joint policy holder then we would ask whether the other policy holder can join in the complaint. The renewal letter from December 2016 says there was a joint policy holder. But the British Gas work history drops his name from April 2017. So – when Mrs H had problems later in 2017 - I don't think he was a joint policy holder. I don't know the circumstances surrounding that. I apologise to Mrs H that I've had to mention it.

The Fridge

The terms of the policy say British Gas will repair a kitchen appliance or - if it will cost less to replace it - make a contribution towards the cost of a new appliance. The contribution will be 100% if the appliance was less than three years old – otherwise it will be 30%.

On 18 April 2017 a British Gas engineer fitted a new bulb to Mrs H's fridge. He also adjusted the thermostat. I find it likely that Mrs H had reported that the fridge wasn't keeping a low enough temperature.

I find it more likely that the thermostat was already faulty on 18 April 2017, rather than that British Gas mis-adjusted or broke the thermostat.

Mrs H complained that some of her food froze in the fridge and she had to throw it away. But she hasn't persuaded me that the engineer did anything wrong. And in any event she hasn't given any details of what she lost.

On 25 April 2017 an engineer said the fridge needed a new thermostat – but that part was obsolete.

Mrs H said the fridge was less than two years old. But she hasn't provided any receipt to show that. And I note that British Gas said the thermostat was obsolete. So I find it likely that the fridge was over three years old.

British Gas offered Mrs H a 30% contribution towards the cost of a new fridge. I find that fair and reasonable in line with the policy terms.

The Leak

The policy terms say that British Gas will (up to a limit of £1,000.00) trace and access leaks. I think that includes removing parts of ceilings, floors, walls or other surfaces covering pipes suspected of leaking.

The policy terms say that British Gas will reinstate such surfaces by making good and leaving them level – but not by matching finishes.

I've thought about the condition of Mrs H's home before she contacted British Gas. I've seen photographs taken later.

In response to the provisional decision, Mrs H said the following:

“when I made the claim I have leak since 9/2017 that's enough time to damage my property”

I think she made her claim in December 2017. I think there was already some damp with old stains and mould in the corner at the foot of the stairs.

The side wall had two sorts of embossed wall-paper with a vertical joint. I don't accept that this was a “fashion statement”. I think it was the result of partial re-decoration. I think many people would say it needed redecorating.

The stair carpet was patterned. The hard flooring in the hallway was chipped in places. I accept the opinion of the specialist who estimated the flooring and carpet were eight to ten years old.

On 3 December 2017 Mrs H contacted British Gas. She reported that water was leaking from behind the toilet through her ceiling. So I find that there had been some damage before Mrs H contacted British Gas.

On the same day an engineer attended and changed a pipe connecting to the toilet. From the photographs I see that someone took down a section of damaged ceiling. I don't think it matters whether that was Mrs H or British Gas. I think British Gas should've taken it down – and later made good – but not re-decorated.

The next day Mrs H reported that there was a leak in the same area. On that day an engineer attended and tightened a pipe.

A few days later during the night there was a leak from the same area. An engineer attended on about 8 December and said there was a fast leak coming from the pipes leading to the toilet. He fitted new pipes.

As this was the third visit to the same area, I find it more likely than not that British Gas had fallen below a reasonable standard of work on the earlier visits.

Mrs H complained of damage to her ceiling, stairway wallpaper, a wall mirror, stair carpet, laminate flooring (in the upstairs landing and bedroom and downstairs hallway), and shoe cupboard.

But I don't think Mrs H or her flooring specialist has been able to show what damage happened when.

British Gas hasn't offered Mrs H compensation for her carpet or flooring. But it has offered her the following:

for the repair of the ceiling and wall	£1,200.00
for the mirror and shoe cupboard	£ 90.00
total	£1,290.00

I keep in mind my findings about the condition of Mrs H's home before she contacted British Gas. And I keep in mind that she hasn't shown what damage happened when. I don't find it fair and reasonable to direct British Gas to pay compensation on the basis of "new for old".

Overall I think its offer of £1,290.00 is more than fair and reasonable. I'm minded to direct British Gas to honour that offer.

I've thought about ordering British Gas to pay interest at our usual rate. But Mrs H hasn't provided enough written evidence that she paid for repairs and was out of pocket. So I'm not minded to direct British Gas to pay interest – or to do any more in response to Mrs H's complaint.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct British Gas Insurance Limited to pay Mrs H £1,290.00 for damage to her home in December 2017.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 11 May 2019.

Christopher Gilbert
ombudsman