

## **complaint**

Mr H is unhappy with the service from British Gas Services Limited when its contractor fixed a leak at his property.

## **background**

Mr H has a "Homecare" home emergency cover policy with British Gas Services Limited (BGSL).

In October 2018 Mr H had a problem with the central heating at his property which he reported to BGSL. A contractor came out and needed to gain access to a valve under the floorboards in his hallway. He had to take up the hall carpet to access the valve and asked Mr H's wife for permission to do so. She agreed as long as the carpet would be put back.

After the repair the contractor replaced the carpet. But Mr H wasn't satisfied with the way it had been done. The carpet has holes where the gripper rods poke through which could injure his small children. So he complained.

BGSL said its contractor had done all that's required under the policy terms, but paid him £50 for the delay in responding. Mr H wasn't happy so he complained to us. Our investigator didn't uphold the complaint as the "*Access and Making Good*" section of the policy specifically excludes floor coverings. Mr H said an expert has told him the carpet is now ruined. But our investigator thought £50 was enough in the circumstances.

So it's come to me to make a decision.

## **my findings**

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'm not going to uphold it, for the same reason as our investigator. Let me explain why.

This complaint isn't about the quality of the repair at Mr H's property. It's about what the contractor did to "make good" the area following the repair. Generally speaking if there'd been poor workmanship, or if the contractor had caused additional damage to Mr H's property during the course of the repair, I'd expect BGSL to put things right.

It was necessary to get under the floorboards to access a faulty valve, which involved lifting the carpet. If Mr H's wife hadn't consented for the carpet and floorboards to be lifted the contractor couldn't have proceeded. But as a formality the contractor is obliged to ask for permission before the works can be carried out.

Mr H's wife gave permission for the carpet to be lifted on the understanding it would be replaced. From the photographs I can see the floorboards have been put back and the carpet has been replaced on top. However the carpet hasn't been stretched over the gripper rods exactly as it originally was. This means the original holes where the gripper rods punctured the carpet are now visible, and Mr H says the spikes can be felt through the carpet.

While I understand Mr H's disappointment that his hall wasn't restored exactly as it had been before, I think it's been made good as required under the terms of Mr H's policy. The contractor's area of expertise is repairing heating and water systems and domestic

appliances covered under the Homecare policy. I'd expect the contractor to be fully competent to carry out such repairs and to have the relevant tools and parts. Lifting and replacing the same carpet is tricky, even with the right tools and expertise. And I bear in mind the contractor isn't a carpet fitter so I wouldn't expect him to have any particular expertise in this area or carry professional fitting tools. So I expect he did his best to put the carpet back.

Page 28 of the policy document explains the Homecare policy "*covers up to £1,000 for getting access and making good.*" But over-riding this is the wording under "Access and Making Good" in the "Definitions" section right at the start of the policy document. This explains that BGSL will repair any damage caused while carrying out a repair. Such as replacing kitchen cabinets which they removed, or filling in holes and leaving a level surface. But it also says "*but we won't restore or replace the original surface or coverings, for example tiles, floor coverings, decoration, grass or plants*". As carpets fall within the definition of "floor coverings" I think this makes clear that re-stretching the carpet over the gripper rods or replacing the carpet completely isn't something BGSL is required to do under the terms of the policy.

Homecare policies don't cover every eventuality that might happen to someone's home. They are designed to provide peace of mind should there be a "home emergency" such as the loss of hot water or heating, or the failure of an essential household appliance. They don't cover all the costs involved in such repairs. And this one specifically doesn't cover restoring floor coverings.

I realise Mr H expected his hall carpet to have been put back exactly as it was before the repair. But British Gas Services Limited isn't obliged to put it right. And I think £50 is fair to reflect the delay in responding. So I won't be asking it to do anything further.

### **my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 1 March 2019.

Sarah Milne  
**ombudsman**