

## **complaint**

Mr T complains about the water damage British Gas Insurance Limited caused to his kitchen under his home emergency insurance policy.

## **background**

BG attended Mr T's home to carry out an annual boiler service on 9 January 2017.

Mr T noticed a water leak on 14 January.

BG acknowledged it was responsible for the leak.

Mr T was advised his kitchen couldn't be repaired. So, he got a quote of £11,289.90 from the original supplier for replacing it.

BG offered to contribute £5,000 towards the cost of Mr T's new kitchen.

Mr T thought BG should have to cover the total cost of replacing his kitchen. So, he complained to this service.

Our investigator thought BG should contribute a further 50% of the difference between its offer of £5,000 and the overall quoted cost of replacing Mr T's kitchen. So, he recommended BG should contribute a total of £8,144.95.

BG increased its offer to £5,644.95, which was 50% of the overall quoted cost. And it thought it shouldn't have to contribute any more. So, the matter's been referred to me to make a final 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.

I've decided to partly uphold Mr T's complaint and to ask BG to contribute £8,144.95 towards the cost of his replacement kitchen. I'll explain why.

Mr T says resolving the kitchen problem isn't just a matter of re-installing the kitchen but also everything that goes with it including all of the inconvenience with having to source the kitchen, having everything ripped out and fitted again, including a period with no kitchen. And he says he's provided full quotations as requested only for BG to halve the figure which he says wouldn't only leave him out of pocket but he's also the one left with having to fix the problem which BG's admittedly caused.

Mr T also says the damage isn't minor otherwise it would be repairable. He says it's also visible as the affected cupboards don't close properly. And he says they were perfectly fine before they were damaged by BG's negligence. Mr T says he obtained a quote from the original manufacturer for a new equivalent kitchen given that his current kitchen's obsolete. So, he questions why he should be out of pocket to rectify a problem caused by BG.

In addition, Mr T says it would be appreciated if the final sum could be directed to him, rather than a single kitchen supplier. As he says this will give him increased flexibility to re-build and install the kitchen from multiple sources given that he probably won't be receiving the full amount of his initial claim. And he says if he uses a single supplier he'll be out of pocket through no fault of his own.

BG says it still believe that 50% of the overall cost of replacing Mr T's kitchen is a fair and reasonable offer. It says whilst four unit carcasses and the carousel unit have been damaged by the leak, everything can be repaired/replaced aside from two end panels that can't be replaced like for like. But it says they aren't visible at all times.

It's acknowledged that BG was responsible for the leak which damaged Mr T's kitchen. So, the only issue I need to decide is how much it must contribute towards the cost of making good that damage.

I see the original kitchen's now obsolete. So, it isn't possible to replace individual damaged units and panels on a like for like basis. As a result, Mr T obtained a quote from the original supplier for a new kitchen of equivalent specification. And he thinks BG should pay this amount in full.

In contrast BG thinks it shouldn't have to pay more than half of the quoted cost. And it's questioned whether it's necessary to replace the entire kitchen.

Taking everything into account, including the age of the original kitchen and BG's acknowledged responsibility for this situation, I think it's fair and reasonable for me to ask BG to pay Mr T £8,144.95 towards the cost he's been quoted to replace his kitchen. And I think it's fair for me to ask it to make the payment direct to Mr T for the reasons he's explained.

### **my final decision**

I partly uphold Mr T's complaint against British Gas Insurance Limited. It must pay Mr T £8,144.95 towards the cost of replacing his kitchen.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 7 August 2017.

Robert Collinson  
**ombudsman**