

complaint

Mrs H complains that British Gas Insurance Limited ("BGI") did some work under her home emergency insurance policy, which caused a leak.

background

Mrs H told us that she had an engineer from BGI out to do some work on the central heating system in her home. She said that the engineer left a radiator open in her home, and that caused a leak. She said that she only realised this the next day, after the water had soaked through her bedroom floor, and into the garage below.

Mrs H said that she took some coats, which were in the garage, to the drycleaners. A canvas in the garage was damaged. And she cut out the damp section of the carpet from the bedroom, because it was starting to smell. She said that she took that bit of carpet outside. Mrs H told us that BGI had advised her to do that.

Mrs H said that BGI had paid for the items that were damaged, and for the cleaning. But she still wanted BGI to pay for her carpet, which she said she'd had to replace.

BGI said that it had paid Mrs H £286. That was made up of £136 for other damaged items and cleaning, and £150 for the carpet. BGI said that's what it would've cost to clean the carpet.

BGI said that it thought that the carpet could just have been cleaned, if Mrs H hadn't cut it. But it hadn't had an opportunity to try cleaning the carpet, because Mrs H had already cut away the damp part before it got there. BGI said that it hadn't told Mrs H to do that. It didn't have any records of Mrs H contacting it, and being told to cut away the damp area of carpet.

Our investigator didn't think that BGI had to pay for Mrs H's new carpet. But she did think that BGI should pay compensation to Mrs H, for the distress and inconvenience this leak caused.

Mrs H said that she still thought BGI should pay for the carpet. And BGI didn't think it should have to pay compensation. Because neither side agreed with our investigator, the complaint was passed to me for 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 reached the same overall conclusion as our investigator on this complaint, and for broadly the same reasons.

Mrs H has a home emergency policy with BGI. She says that she had a leak from a radiator after BGI worked on her central heating system. BGI seems to me to have accepted liability for the damage done by this leak. So I just need to think about whether what it's paid is fair.

What I need to think about here is whether BGI should pay for Mrs H's new carpet, and whether it should pay some compensation.

Mrs H says that she cut her carpet because BGI told her to, on one of the calls she made to chase its response to her complaint. But she hasn't been able to show us records of those

calls. BGI makes notes whenever one of its customers calls it. But it says that it doesn't have any notes to support what Mrs H says about this. It's sent us the notes it does have, of when it spoke to Mrs H. Those don't show that she was repeatedly ringing to chase progress on this issue, before the carpet was cut.

Considering the information I have, I don't think that I'm able to decide that Mrs H was told that she should cut away a damp piece of carpet. I've thought about whether it was reasonable for Mrs H to do this anyway. And I don't think it was. I'll explain why I think that.

I know that it was almost two weeks before BGI was able to send someone out to assess the damage the leak had caused. And I appreciate that it must've been unpleasant to have a damp smell in the house. But I think that if Mrs H was concerned about this, then she ought to have discussed the problem with BGI before taking such a big step. Cutting the carpet and putting the damp piece outside would mean that there was no chance of the carpet being dried out and cleaned up.

Because I haven't been able to decide that Mrs H discussed cutting the carpet with BGI before she cut it, I don't think that I can fairly ask BGI to pay for a new carpet for her. It may have been possible, as BGI says, to clean the old carpet, if it hadn't been cut. I've seen the pictures of the damp carpet, that Mrs H took, and it doesn't look damaged, just damp. So it seems likely that BGI could've cleaned it. Because of that, I think it's fair for BGI only to pay Mrs H what it would've paid for carpet cleaning.

But I do agree with what our investigator said about compensation. I think that this leak, and the problems it caused, have been inconvenient and unpleasant for Mrs H. So I also think that BGI should pay Mrs H some compensation.

I know BGI doesn't agree with that. It says that mistakes do happen, and sometimes it takes a while to sort them out. But BGI oughtn't to leave a radiator to flood Mrs H's house. And, having done so, it ought to make resolving the problem a priority. Because it did cause damage, and because it did then take some time to sort out the problem, I think that BGI should do a little more than say sorry, and pay for the damage. I think our investigator was right to suggest that BGI should also pay Mrs H £100 in compensation. I think that provides a fair and reasonable resolution to this complaint, and that's what I'll award.

my final decision

My final decision is that British Gas Insurance Limited must pay Mrs H £100 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 26 April 2019.

Esther Absalom-Gough
ombudsman