



complaint

Mr and Mrs J complain that British Gas Insurance Limited's engineer caused damage to their property while carrying out an annual boiler service under their HomeCare insurance policy.

background

In 2011, a British Gas engineer attended at Mr and Mrs J's property. During the attendance, the engineer left a hot water tap running in the downstairs bathroom, causing water to spill on to the laminate floor.

British Gas arranged for the damage to the bathroom and hall floor to be assessed and issued a payment of £300 to Mr and Mrs J. British Gas also waived the outstanding policy premium owed by Mr and Mrs J and sent them a cheque for £100 as a gesture of goodwill.

Mr and Mrs J remained dissatisfied and brought a complaint to us. They said they had the same laminate flooring throughout the downstairs of their property and, although their lounge floor was undamaged, they were unable to source a matching replacement. Mr and Mrs J obtained three quotes for replacing the entire downstairs flooring.

Our adjudicator recommended that Mr and Mrs J's complaint should be upheld. She asked British Gas to pay for the cost of replacing the entire downstairs flooring, less the £300 already paid. British Gas did not accept our adjudicator's recommendations and maintained that, because the lounge floor was undamaged due to the presence of a door bar, it was not responsible for its replacement.

my findings

I have considered all the available evidence and arguments from the outset, in order to decide what is fair and reasonable in the circumstances of this complaint.

It is not disputed that British Gas' engineer caused damage to the floor in Mr and Mrs J's downstairs bathroom and hallway. So I believe British Gas is responsible for repairing the damage it caused and for restoring Mr and Mrs J's property to the condition it was in prior to its engineer's error.

It is also not disputed that Mr and Mrs J's lounge floor was undamaged. But Mr and Mrs J say they purchased the original flooring on offer because it was discontinued stock. Further, as the original laminate was purchased over five years ago, Mr and Mrs J say the floor in their lounge has faded and so they are unable to obtain a suitable match for the existing lounge laminate.

If British Gas pays for the cost of replacing the undamaged lounge floor, it is arguable this will mean Mr and Mrs J's property will be in a better condition than before the incident in 2011.

Having said that, I do not think it would be fair or reasonable for Mr and Mrs J to be prejudiced if the floor cannot be reinstated to its previous condition by British Gas without replacing the entire floor. In the light of this, I consider British Gas should pay for the cost of replacing the floor throughout the downstairs of Mr and Mrs J's property.

Regarding compensation for distress and inconvenience, British Gas has waived the outstanding premiums owed by Mr and Mrs J and has also paid £100 as a gesture of goodwill. Taking into account all of the circumstances of the complaint, I am satisfied British Gas' response, to that extent at least, was fair.

my final decision

For the above reasons, my final decision is that I uphold this complaint. I require British Gas Insurance Limited to pay Mr and Mrs J an amount equivalent to the lowest floor-fitter's quotation obtained by them. British Gas Insurance Limited is entitled to deduct the £300 already paid to Mr and Mrs J from the payment.

This is in addition to the premium discount already applied and the payment of £100 compensation already made by British Gas Insurance Limited.

Nimish Patel
ombudsman