

## **complaint**

Mrs R is complaining about the way British Gas Insurance Limited (British Gas) has handled a claim she made on her home emergency insurance policy.

## **background**

Mrs R contacted British Gas to report a leak from the back of her washing machine and asked it to come and fix it under her home emergency insurance policy. It said the first available appointment was in four days. However the next day the leak was starting to come into the downstairs bathroom and was soaking the carpet. So she called British Gas again and it said it would send an engineer out the next day.

Mrs R waited at home the next day for the engineer but he didn't turn up because British Gas hadn't changed the booking correctly. And it said that it couldn't get another engineer sooner than the original appointment.

When the engineer eventually came he said he couldn't fix the leak or find the stop cock to turn the water off. And he said she'd have to contact her water supplier to get them to turn the water off. Mrs R says the engineer told her he had a doctor's appointment. So she thinks he thought the job would take too long, which is why he left. She says she told him where the stop cock was, but he still said he couldn't find it.

The water company turned the water supply off that day. Another engineer came out the same afternoon and fixed the leak.

However, the next day Mrs R called British Gas again and said that there was water coming up through the floor in the kitchen which had 'warped' the laminate flooring. So British Gas arranged for an all-day appointment the next day.

Mrs R says that she called British Gas three times that day to find out when the engineer was coming. And she says she was told each time that he would arrive within an hour. When the engineer came he couldn't find the leak, but he said he could see there was water under the laminate flooring. So he took the flooring up to see if there was a leak there. But he said he would have to come back in two days to complete the test. Mrs R was unhappy that he wouldn't come back the next day as she and her family were left with a kitchen with no flooring.

The engineer returned two days later with another colleague to do more tests, but still couldn't find any evidence of a leak. But he did find evidence of a gas leak which he fixed. Mrs R says he tightened up some pipes under the sink and she says he told her that this fixed the problem.

She says the engineer couldn't put the laminate back together and there were some pieces missing, which she thinks were accidentally taken away and disposed of by the engineer. She also says the engineer had taken away all the underlay. So she says she's had to pay someone to come and fit a new laminate flooring, which cost her around £350.

She complained to British Gas about the service she received. She said she wants compensation for the time she's had to take off work for the extra appointments and the cost she incurred installing the new flooring.

She says the contractor initially offered her £25, which she didn't accept. But British Gas then didn't uphold her complaint. It said the flooring was already damaged, so it can't be held responsible for that. Mrs R didn't agree and asked this service to step in.

I issued a provisional decision in June 2018 upholding this complaint. I said the following:

*"cost of replacing the flooring*

*Mrs R says that British Gas shouldn't have removed the flooring in the first place as the contractor couldn't find evidence of a leak. She thinks he should have just tightened the pipes under the sink which is what she says he did at the end. She also says that he threw away some of the flooring. She says she wouldn't have had to pay someone to replace the flooring had he not done that.*

*British Gas says that there was water under the laminate, so it's not unreasonable that he took up the laminate to allow it to dry. It says that the water damage on the floor had already damaged the laminate flooring and the underlay. And it says it's unlikely that anyone could repair that. So it says Mrs R was always going to have to pay to replace them.*

*First of all, I don't agree with Mrs R that British Gas shouldn't have taken up the laminate floor. She's told us that it was already warped, so there was clear evidence that there was water damage. She's also said that there was water underneath the flooring near the sink. So the contractor needed to lift up the flooring to allow the water underneath to dry and also see if there were any leaks underneath the flooring. I can't say its actions were unfair here.*

*British Gas has provided us with a photo of the floor with the laminate flooring taken up. I can't see any significant damage to the majority of the flooring and I think it's most likely that that part of the flooring could be put back together.*

*I don't think it's disputed that British Gas threw away the warped laminate planks. And I agree with the adjudicator that it shouldn't have done this as Mrs R hasn't given her consent for it to do so on the signed disclaimer.*

*But Mrs R has also said that the laminate was already warped by the water damage. I also think it's inevitable that the water would've damaged the underlay too. So I think it's highly likely she was going to have to replace it, even if British Gas hadn't thrown them away. But, we can't know for certain whether some of the flooring could have been salvaged.*

*I appreciate that the policy doesn't cover the cost of replacing the laminate, but I think British Gas has prejudiced the situation by throwing away the laminate. But I also don't think it's fair to require British Gas to refund the full cost Mrs R incurred in replacing the floor as I think she was always going to have to pay to replace some of it herself.*

*Given this, I think British Gas should refund 50% of the cost Mrs R incurred in putting the flooring right. It should also pay 8% simple interest on this from when she incurred the cost until she gets it back. HM Revenue & Customs requires British Gas to deduct basic rate tax from this. It should give her a certificate showing how much tax it's taken off it if asks for one. Mrs R should also give evidence of the cost she incurred in replacing the flooring.*

*distress and inconvenience caused*

*There was always going to be a degree of distress and inconvenience suffered when making a claim. And I can't hold British Gas responsible for that. But I do think it's caused some unnecessary distress and inconvenience in its handling of the claim. In particular I think it needs to compensate her for the following:*

- 1. It told Mrs R that it had booked an emergency appointment, but then didn't actually make the booking. So she waited at home for an afternoon for no reason. This also caused the leak to continue and her be without a washing machine for an extra two days;*
- 2. I'm satisfied that the initial engineer should have been able to find and turn off the stop cock himself. Mrs R has given us a photo of it and I think it clear where it was. This meant she unnecessarily had to arrange for her water supplier to come out and turn it off. I think this caused Mrs R more distress and inconvenience than necessary in having to organise this;*
- 3. Incorrectly disposing of some of the laminate flooring.*

*Mrs R is also unhappy that she was left with the flooring taken up in her kitchen for two days. But I don't think British Gas acted unreasonably here. I think it's fair that it carried out extensive investigations to try and find a leak because there was clearly water on the floor. So I think it was fair that it did everything possible to try and find a leak. Also, I think it needed to allow a period of time for the water to dry before putting things right.*

*I appreciate that she's unhappy that he couldn't come back the next day. But, it appears that the equipment wasn't available the next day. I don't think that's unreasonable.*

*The adjudicator recommended £150 for the distress and inconvenience this matter had caused Mrs R. I think that's fair."*

British Gas responded to say it accepts my provisional decision. Mrs R said that she didn't have anything further to add.

### **my findings**

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

As, neither party has given me anything else to think about, I see no reason to reach a different conclusion to the one I reached in my provisional decision. So I uphold this complaint for the reasons set out in my provisional decision.

**my final decision**

For the reasons I've set out above, it's my final decision that I uphold this complaint. I require British Gas Insurance Limited to do the following in settlement of this complaint:

1. refund 50% of the cost Mrs R incurred in putting the flooring right;
2. pay 8% simple interest on this (less tax if appropriately deducted) from when she incurred the cost until she gets it back; and
3. pay £150 in compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 12 August 2018.

Guy Mitchell  
**ombudsman**