complaint

Mrs P complains that British Gas Insurance Limited (BGI) and its agents:

- dealt poorly with a claim she made under her home emergency insurance policy when she had a leak from her toilet cistern, and
- won't compensate her properly for the extra damage this caused.

She is represented in bringing this complaint by her daughter Miss P.

background

In July 2016, Mrs P found that there was a leak from the cistern in her downstairs toilet. Water had damaged the carpet around the sides and front of the toilet. She contacted BGI under her home emergency policy. Its repairers attended and said they had dealt with the problem.

Four days later, after they had been out of the house for a few hours, Mrs P and Miss P returned to find that the problem had recurred. This time the flooding was more extensive, extending into the hall and living room. BGI's repairers returned and cured the problem, although it took them two visits to do so.

Miss P complained to BGI about the damage the further flooding had caused. Initially BGI was unsympathetic because it thought from something said during the first phone call that the hall and living room had been flooded during the first leak before its agents had become involved. However it appointed agents to assist in the process of drying out the flooded areas and cleaning the carpets.

Mrs P wasn't happy with the results. She said the living room carpet, which was less than a year old, should be replaced, as should a vacuum cleaner and some flat packed furniture that had been in the living room and been damaged by the water. Miss P also said that her mother, who suffered from a physical condition that was worsened by stress, should be compensated for the delays in rectifying the damage. And Miss P herself should be compensated for having to take time off work and lose earnings.

BGI offered a total of £130 as compensation for inconvenience, missed appointments and delays that had occurred. It said it thought the carpet had been properly cleaned, and wouldn't agree to replace it. But it would pay for another carpet clean by a cleaner chosen by Mrs P subject to her first providing a quote. It said it hadn't received the evidence it had asked for that the other items had been damaged by the flooding, so wouldn't replace them.

Miss P wasn't happy with what BGI had offered and complained to us. She said she had arranged for another cleaner to shampoo the living room carpet, but this hadn't produced any improvement.

Our adjudicator said that on balance she thought the living room carpet hadn't been damaged by the first leak, that is before the first visit by BGI's agents. She thought the cleaning BGI had done was to a good standard and BGI shouldn't have to replace the living room carpet. But it in view of its poor repair work BGI should increase the compensation it had offered from £130 to £200.

BGI accepted the adjudicator's recommendation. However Miss P responded to say, in summary, that:

- she didn't think £200 was sufficient to compensate for the repairers' errors, the upset this caused and the delays and distress endured while dealing with BGI;
- she had lost £250 earnings dealing with BGI and its agents;
- she and her mother had to live with sodden carpets for several weeks;
- she had to show BGI personal and private messages she sent to her friends before it would accept the living room carpet wasn't damaged by the first leak;
- she and her mother still thought their carpets would need replacing, with the attendant upset of moving furniture while this was done;
- the stored flat pack furniture had been ruined by the water;
- Mrs P's mental health had been worsened by the damage;
- the wet flooring was unsafe for Mrs P going to and from the toilet until it dried out; and
- because of the above, the compensation should be increased to something in the region of £500.

my findings

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

Like the adjudicator, I'm not persuaded that it would be reasonable to require BGI to pay for a new carpet. Nor have I seen any evidence that the vacuum cleaner and flat pack furniture needed to be replaced.

Given that Mrs P had arranged, and paid for, a second cleaning of the carpet, and BGI had offered to pay for such a second cleaning, I think it's reasonable that BGI should reimburse the £40 this cost. Miss P has produced a receipt for this.

Mrs P suffered distress, upset and inconvenience because BGI's repairers didn't deal properly with the cistern leak on their first visit under her policy. BGI has also acknowledged there were delays in putting matters right. I think it's right Mrs P should be compensated for this. All in all, I think the compensation of £200 BGI has now offered, plus reimbursement of £40 for the second carpet cleaning, is reasonable in the circumstances.

my final decision

My decision is that I uphold this complaint in part. I order British Gas Insurance Limited to:

1. pay Mrs P compensation of £200 altogether, inclusive of any part of this compensation it has already paid her; and

2. reimburse to her the £40 she paid for the second carpet cleaning.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 24 April 2017.

Lennox Towers
ombudsman