

complaint

Mrs H complains that British Gas Insurance Limited is responsible for poor service in connection with a home emergency insurance policy.

background

Where I refer to British Gas I refer to the insurance company of that name and I include engineers and others for whose actions I hold that company responsible.

The British Gas policy didn't cover a flush to remove sludge or scale.

Mrs H complained that in November 2017 British Gas agreed to do a flush free of charge – but delayed in getting it done during very cold weather. Instead, she says, British Gas told her in mid-February 2018 that her central heating system needed a “manifold flush”.

She complained that British Gas gave incorrect advice to expose the hatches to the manifolds upstairs and downstairs. She suffered damaged carpet upstairs and multiple areas of damaged laminate flooring downstairs. But British Gas said there were no manifolds. It finally did a power flush in early March 2018. Mrs H's letter of complaint was dated 23 April 2018.

In a (first) final response dated 10 May 2018, British Gas addressed the complaint about the delayed power flush. It didn't deal with the complaint about floor damage.

On 11 June 2018 Mrs H sent British Gas a further copy of her letter of 23 April 2018. British Gas sent a (second) final response letter dated 29 August 2018.

The six-month deadline in the first final response letter expired in November 2018. Mrs H didn't contact us until 6 February 2019. British Gas said we had no legal power to consider the complaint.

Our investigator issued an opinion that we could consider Mrs H's complaint about the flooring only. Mrs H and British Gas accepted that opinion.

Our investigator didn't recommend that the complaint about the flooring should be upheld. He thought that:

- He couldn't say the advice to remove the flooring was incorrect or unnecessary at that point in time.
- British Gas did offer a joiner to make access under the floor with less inconvenience to Mrs H. But Mrs H declined this and had her husband remove the flooring. Any damage that followed from this isn't the responsibility of British Gas.

British Gas agreed with the investigator's opinion.

Mrs H disagreed with the investigator's opinion. She asked for an ombudsman to review the complaint. She says, in summary, that:

- British Gas correctly diagnosed in November 2017 that a power flush was required. After sending an estimate for about £700.00, British Gas eventually agreed to do the

flush without additional cost. But it didn't do any flush until after Mrs H's independent engineer backed up that diagnosis on 21 February 2018.

- There was no damage done to the flooring by her husband lifting it. The damage arose due to the flooring being left up between mid-February and 2 March 2018, when the power flush was eventually done. The damage would've arisen no matter who lifted or re-laid the flooring as it was caused by the remaining planks being allowed to move around without the support of the lifted planks. This led to the remaining planks becoming chipped by being unavoidably walked on while those in the large hallway remained up.
- The flooring was lifted unnecessarily. Had British Gas carried out the required power flush it diagnosed in November 2017, the heating and hot water system would've been fixed and the flooring wouldn't have become damaged.

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 accept that what British Gas said during visits in February 2018 caused Mrs H to get her husband to lift carpet upstairs and laminate flooring downstairs.

But there isn't enough evidence that a reasonable gas engineer would've known in February 2018 that it wouldn't be necessary to remove those floor coverings. So I don't find that British Gas fell below a reasonable standard of skill and care in relation to the floor coverings. That's one reason why I don't find British Gas responsible for damage to the flooring.

Also, Mrs H's initial letter of complaint in April 2018 included the following:

"My husband lifted the fitted carpet at the top of the stairs to expose the hatch and then lifted the laminate flooring at the bottom of the stairs as advised, only to find a stone floor. He had then to re-lay the laminate, which, due to the nature of laminate flooring, didn't work out very well and is now ruined. He had then to use his skill and judgement to work out where the lower manifold hatch would actually be. He then had to lift flooring in another hallway, which is a continuation of the flooring in our living room."

That indicates that Mrs H's husband lifted the laminate at the bottom of the stairs and promptly re-laid it, but it was damaged before he went on to lift flooring in another hallway.

Mrs H later said the flooring in that hallway remained lifted for some weeks - causing damage to surrounding areas of flooring.

But I find that it was Mrs H's husband who caused the initial damage to the laminate flooring at the bottom of the stairs and later in the other hallway.

For these reasons, I don't find British Gas responsible for damage to the flooring. I don't find it fair and reasonable to direct British Gas to pay Mrs H compensation for the damaged flooring – or to do anything more in response to this complaint.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct British Gas Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 14 December 2019.

Christopher Gilbert
ombudsman