

## **complaint**

Mrs M complains that British Gas Insurance Limited gave poor service under 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.

British Gas replaced a radiator in Mrs M's kitchen. She complained that the engineer didn't tighten a nut properly, causing a leak of water. She says she had to pay her tradesmen £700.00 to relay her new flooring.

Our investigator recommended that the complaint should be upheld. He thought that the damage to the flooring was most likely caused by the radiator being installed incorrectly. He recommended that British Gas should pay Mrs M:

1. £700.00;
2. 8% simple interest from the date she paid this to the installers until the date the settlement is paid;
3. £100.00 for the trouble and upset caused.

Mrs M agreed with the investigator's opinion.

British Gas hasn't responded to the investigator's opinion.

I am the ombudsman to review the complaint.

## **my findings**

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

From its file, I think Mrs M had British Gas Home Care Three, which included cover for her central heating. I can see from its file that British Gas fitted a replacement kitchen radiator on 30 April 2018. I have no reason to doubt Mrs M's statement that – at that time – she had a tiled floor in that room.

Mrs M also says that her tradesmen did some refurbishment in her kitchen for three days in late May. I accept that – notwithstanding that one of her tradesmen later said it was from 1 June. I think he simply got the date wrong. The work included some new worktops and new laminate flooring with an underlay. I've seen the invoice dated 31 May.

From the photographs I don't think the tradesmen had any reason to remove the radiator or skirting. So I don't find it likely that they caused a leak.

I find it more likely that British Gas had left the radiator leaking slightly on 30 April and neither Mrs M nor her tradesmen noticed it.

On 1 June, she noticed some movement in the new flooring. Her tradesmen found the leak – and water trapped between the underlay and the laminate.

Mrs M contacted British Gas. I accept that – when she couldn't get a visit until the next day – Mrs M turned to her neighbour who tightened a nut on the radiator. A British Gas engineer visited on 2 June and made a note that he had found a leak from the radiator valve and he had "re-sealed" the radiator.

I don't doubt that the leak caused Mrs M the upset of seeing her new flooring ruined.

Mrs M complained to British Gas. She says it told her she could take photographs of the damaged flooring and get it replaced. British Gas hasn't provided the call recording so I accept Mrs M's recollection.

But in any event I hold British Gas responsible for the leak, the damage, the upset and the cost of replacing the new flooring.

The statement from Mrs M's tradesman says that he replaced the laminate flooring and underlay at a cost of £700.00 including VAT. I've seen an invoice for that dated 12 June 2018.

So I find it fair and reasonable to direct British Gas to reimburse that amount with interest at our usual rate from the date of the invoice.

And I find £100.00 fair and reasonable compensation for the distress and inconvenience I've found British Gas caused Mrs M.

### **my final decision**

For the reasons I've explained, my final decision is that I uphold this complaint. I direct British Gas Insurance Limited to pay Mrs M:

1. £700.00 in reimbursement for replacement of her damaged flooring; and
2. Simple interest on that amount from 12 June 2018 to the date of reimbursement. If British Gas considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it must tell Mrs M how much it's taken off. It should also give her a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.
3. £100.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 15 May 2019.

Christopher Gilbert  
**ombudsman**