

complaint

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

background

Mrs R had British Gas cover including for her central heating system and for her plumbing and drainage.

Where I refer to British Gas I refer to the insurance company of that name and I include its associated plumbing and drainage company and others insofar as I hold the insurance company responsible for their actions.

In October 2018, Mrs R contacted British Gas for help with problems with her central heating system. British Gas said there was a hidden leak somewhere. Mrs R complained about delay and being left without central heating and hot water.

After about two weeks, British Gas restored the central heating (except in the kitchen) and the hot water. Mrs R complained that it disturbed her wooden flooring and she needs a carpenter to re-fit it at an estimated cost of £700.00.

British Gas suggested a re-run of the pipes for the kitchen radiator. But it didn't follow this up. So Mrs R paid someone else £350.00 to re-run the pipes. British Gas reimbursed that - but declined to pay for the carpenter to refit the flooring.

Our adjudicator recommended that the complaint should be upheld in part. She thought that Mrs R wouldn't have been covered for the floor to be replaced. But she thought that Mrs R was upset and concerned with what had happened. The adjudicator recommended that British Gas should pay Mrs R an additional payment of £100.00 in recognition of the trouble and inconvenience caused.

British Gas agreed with the adjudicator's opinion.

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

- British Gas said that its equipment would detect the leak but it did not. Hence the flooring had to be removed. British Gas was playing hit or miss.
- She was not given any choice but to sign a declaration to say the engineer might cause damage.
- The leak was found in the kitchen under a concrete floor. Uplifting of concrete flooring would require digging and removal of half her kitchen cupboard.
- British Gas damaged her very expensive highly polished Bamboo flooring. It has become bouncy with large gaps. It has to be replaced.
- The re-run of pipes was done above ground along skirting boards so required no lifting of any flooring.

my findings

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

Subject to a limit of £1, 00.000 including VAT, the policy covered – “*access and making good*” defined as follows:

“getting to your boiler, appliance or system, to fix or service it and then repairing any damage we may cause in getting access to your boiler, appliance or system by replacing items such as cabinets or cupboards that we've removed and by filling in holes we have made and leaving a level surface – but we won't replace or restore the original surface or coverings, for example, tiles, floorcoverings, decoration, grass or plants”.

So the policy covered making access to a pipe by removing parts of a floor. And it covered repair of a leaking pipe and filling in the resultant hole in the floor. But it didn't cover restoring floor coverings such as tiles or other floor coverings.

For about two weeks Mrs R was without central heating. I find that some of that time was due to British Gas delay in arranging leak detection. British Gas provided electric heaters but Mrs R was concerned about the cost of electricity consumption.

On 15 October 2018 British Gas told Mrs R it needed to remove wooden flooring in the hallway and living room. I haven't seen enough evidence to say that it was unreasonable for British Gas to lift the flooring to trace the leak. It told Mrs R it might cause damage and she signed a declaration and authority to proceed. The declaration said British Gas would “*make good to a level surface*”.

British Gas said the leak was under the solid floor in the kitchen. It fixed the central heating except for the kitchen. It suggested a re-run of pipes above floor level. I think this meant abandoning the pipes under the kitchen floor.

British Gas put the flooring back – but not to the previous high standard. I'm satisfied that it left a level surface in line with the policy terms and the signed declaration.

On 26 October British Gas sent Mrs R £100.00 to cover the extra electricity cost for the electric heaters, and for poor service.

Yet for several weeks British Gas didn't contact Mrs R to arrange the re run of pipes. So she arranged for someone else to do the work on about 19 November for £350.00. British Gas refunded her that amount on about 5 February 2019.

I've found delay and poor service in early October 2018. The effect of this was that Mrs R was left for longer than reasonable with a cold house and having to carry hot water upstairs.

But I've found that on 15 October British Gas left a level surface in line with the policy terms and the signed declaration. So I don't find it fair and reasonable to direct British Gas to pay for a carpenter to re-fit the flooring.

I've found further delay and poor service in late October and November. The effect of this was that Mrs R was left for longer than reasonable with no central heating in the kitchen – and she had to arrange her own heating engineer. She felt British Gas was ignoring her.

Overall I find it fair and reasonable to direct British Gas to pay Mrs R – in addition to the amounts of £100.00 and £350.00 it has already paid her – a further £100.00 for distress and inconvenience.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct British Gas Insurance Limited to pay Mrs R – in addition to the amounts of £100.00 and £350.00 it has already paid her – a further £100.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 2 February 2020.

Christopher Gilbert
ombudsman