

The complaint

Mrs C complains about damage to her home caused by British Gas Insurance Limited when they carried out repairs after she made a claim under her home insurance policy.

What happened

The background to this complaint is well known to both parties, so I'll provide only a brief summary here.

Mrs C has brought this complaint to us primarily through a representative. For convenience, I'll refer below to any comments made through the representative as being from Mrs C.

Mrs C has a HomeCare policy underwritten by British Gas Insurance Limited (BG) which covers her boiler and central heating, amongst other things.

She made a claim and BG sent out an engineer. Whilst he was at the property, he caused a leak from a radiator which damaged the flooring in Mrs C's lounge. In short, BG agreed that their agents should repair the damage.

They replaced the flooring in the lounge. Mrs C also agreed that they should replace the flooring in the hall and other adjacent rooms so that it would be an exact match. Mrs C paid the agent £1,800 for the flooring in the hall and adjacent rooms.

In replacing the flooring, the agent had to remove and later reinstate a fireplace in the lounge. Mrs C says this resulted in damage to her wallpaper at the side of the fireplace. There were other snagging issues which remained unresolved.

Mrs C complained to BG. She wanted them to pay for the flooring in the hallway and adjacent rooms, fix the damage to the wallpaper and deal with the other snagging issues.

BG said they wouldn't pay for the non-lounge flooring because it hadn't been damaged. They also said the wallpaper damage wasn't caused by their agents.

They said their agents would continue to work with Mrs C to try to resolve the other issues. They admitted the service provided had been poor and have eventually offered £260 in compensation for Mrs C's trouble and upset.

Mrs C wasn't happy with this outcome and brought her complaint to us. Our investigator looked into it and thought the complaint should be upheld.

He said BG should reimburse Mrs C the costs of the additional flooring (£1,800), repair the damage to the wallpaper, complete the rest of the work to deal with the snagging items on Mrs C's list promptly, and pay Mrs C £1,500 in compensation for her trouble and upset.

BG didn't agree and asked for a final decision from an ombudsman.

I agreed with our investigator that Mrs C's complaint should be upheld. But I disagreed about what BG should do to put things right. So, I issued a provisional decision. That allowed both

BG and Mrs C a chance to provide further information or evidence and/or to comment on my thinking before I issued my final decision on this complaint.

My provisional decision

In my provisional decision, I said:

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

The remaining snagging issues

There can’t be any real argument in this case about the fact that BG should ensure their agent completes any outstanding agreed snagging within a reasonable timeframe. I’m assuming that’s a given and that BG accept their responsibilities in that respect.

The wallpaper

BG have said they haven’t been given evidence that Mrs C’s wallpaper was in good order before the fireplace was removed. So, they don’t; think their agents can be held responsible for the damage, which may have been pre-existing.

Mrs C says the damage was caused when the fireplace was removed and reinstated. I have no reason at all to disbelieve her. It isn’t in the least bit surprising that she has no evidence – photographic or otherwise – to prove that to BG.

And, in fact, I’d have expected that if there was such noticeable damage when BG’s agents turned up to remove the fireplace, they’d have made absolutely sure that they had evidence of the pre-existing damage before they began work.

So, whilst I can’t absolutely prove that the damage was caused by BG’s agents, I’m satisfied it’s overwhelmingly likely that is in fact the case. And, unless I get further information in response to this provisional decision which changes my mind, I’m going to require BG to ensure the damage is repaired.

The flooring

It’s Mrs C’s argument that the flooring in her lounge forms a matching set with the flooring in the hall and other adjacent rooms. And that therefore BG should pay to replace all of it, given that none of it would have needed to be replaced if their engineer hadn’t caused the damage in the first place.

In principle, I agree entirely with Mrs C’s point of view. Our approach on matching sets is as follows.

If an item which is part of matching set is damaged by an insured event, the insurer should pay to replace that specific item and should cover 50% of the cost of replacing the remaining items in the set.

However, where the damage was caused by the insurer or their agent (rather than by an insured event), they should replace the damaged item and cover 100% of the cost of the remaining parts of the set.

So, if I thought Mrs C’s floors – in her lounge, hall and adjacent rooms - were all part

of a matching set, I'd say BG should pay the full cost of replacing all of them.

However, when it comes to carpets and other flooring, we say that they're usually part of a matching set if they're laid in an open plan area with no dividers between the rooms. But - whether or not they are the same colour, style or brand and/or were laid at the same time – if they are in separate rooms which are clearly divided than they usually are not part of a matching set.

The photographs I've seen of Mrs C's home clearly show that the lounge is separated from the hall (and so from the other rooms adjacent to the hall) by a doorway and a door bar on the floor.

So, unless I get further information or evidence in response to this provisional decision which changes my mind, I'm not intending to require BG to pay the £1,800 costs for the flooring in the hall and adjacent rooms.

The compensation

BG have admitted the service they and/or their agents have provided has been poor. They are absolutely correct.

BG have asked agents to deal with the problem and have shown no interest in ensuring those agents do a good job. Communication has been poor. Mrs C and her representative have had to chase progress with BG and their agents and have often not received timely or satisfactory replies.

This should have been a relatively simple set of repairs to the damage caused by BG's engineer. Instead, it has gone on for far too long – and resulted in further damage being done to Mrs C's home.

Mrs C has health problems which are exacerbated by stress and upset. BG knew this from an early stage but allowed the repair work to drag on in a very unsatisfactory manner – and failed to ensure their agents were on top of things and/or communicating with Mrs C and her representative.

On that basis, unless I receive further evidence or information to change my mind, I am minded to agree with our investigator that £1,500 is fair and reasonable compensation for Mrs C's considerable trouble and upset in this case."

In summary, I said in my provisional decision that unless I received further information or evidence to change my mind, I was minded to require BG to pay for the repairs to the wallpaper around Mrs C's fireplace, pay Mrs C £1,500 in compensation for her trouble and upset and ensure the remaining agreed repairs were carried out as soon as practically possible.

The responses to my provisional decision

Mrs C initially responded to my provisional decision to say she accepted it, but to ask also that I put some definite time limit on BG completing the remaining agreed repairs.

BG responded to say they accepted they should pay £1,500 in compensation to Mrs C and carry out the remaining repairs.

However, they didn't agree they should carry out repairs to the wallpaper around the fireplace. They provided further photographic evidence to show the state of the fireplace and

surround after it had been removed and reinstated.

They said this showed that the ridges in the wallpaper around the fireplace weren't in fact caused by their agents but had been due to the original fitting of the fireplace.

They pointed out that the wallpaper wasn't detached from the wall itself, as one might expect if it had lifted during the removal of the fireplace. On the contrary, it appeared to be strongly bonded with adhesive to the wall beneath. And it was the wall itself which was ridged – which was not damage that could have been caused when the fireplace was removed.

BG also pointed out that the photographs showed chips in the skirting board near the disputed damage which had been painted over. And a large hole in the skirting which had been filled and also painted over. This was nothing to do with the work their agents carried out. And, they implied, showed that the fireplace wasn't fitted perfectly in the first place.

We asked Mrs C to comment on the photographs BG had provided and their explanation about the damage around the fireplace.

She replied to say some of the damage shown in the photographs – the damage to the skirting - was pre-existing, but she hadn't asked or expected BG to address that.

In terms of the ridging in the wall / wallpaper, she said that had been caused before the actual removal of the fireplace, when BG's agents had attended to inspect and prepare for the job to be carried out.

She implies, although she doesn't say this directly, that the wallpaper was lifted and damaged during those earlier visits – and had been glued back in place by BG's agents.

What I've decided – and why

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

Neither BG nor Mrs C have any remaining issue with the compensation we've suggested BG pay to Mrs C. And there's no dispute that BG should carry out the remaining repairs – in fact, I understand that since I issued my provisional decision, BG's agents have been back to the house to do the necessary work.

Mrs C has also accepted that BG do not need to pay for the replacement flooring in her hall and adjacent rooms (other than the lounge).

The remaining issue then is about the damage to the wall and/or wallpaper and whether this was caused by BG's agents when they removed the fireplace.

As I said in my provisional decision, there is no photographic evidence of the state of the walls and wallpaper prior to the removal of the fireplace. That means I can't be absolutely certain that the damage was pre-existing or that it was caused by BG's agents.

The evidence BG provided in response to my provisional decision – and their explanation of the nature of the damage – is reasonably convincing. That's why we gave Mrs C a further chance to provide more evidence and/or comments in light of BG's response to my provisional decision.

I don't think there's any real dispute that the photographs provided by BG appear to show the wallpaper adhering tightly to the wall beneath. Mrs C says that's because BG's agents glued it down before they removed the fireplace, having damaged it during their inspection and/or preparatory work.

It's not entirely clear to me why Mrs C didn't tell us all of that in the first place. I can accept that Mrs C might not have felt the need to say precisely when and how the damage occurred, but if it had been beforehand – and BG's agents had attempted some kind of botched repair with glue – I would have thought that might have been significant enough to be mentioned at the outset.

Leaving that aside, the photographs *do* show, as BG suggest, that the ridges and ripples in the surface are in fact because of ridging and rippling in the wall underneath the wallpaper. The wallpaper *is* tight to the wall underneath – and it's clearly the wall (plaster presumably) that is ridged and rippled.

It's very difficult to see how that ridging and rippling in the fabric of the wall itself could conceivably have been caused by the removal and/or reinstatement of the fireplace. The plaster isn't cracked, crumbling or detaching from the wall beneath.

So, on balance, I think it's more likely that the damage was *not* caused by BG's agents when they removed and reinstated the fireplace. That means I am changing my mind in response to the new evidence and comments provided by BG and I won't now be asking them to repair the walls and/or wallpaper around the fireplace.

We asked for Mrs C's further comments after we received BG's response to my provisional decision – and warned her that I was intending to change my mind on this aspect of her complaint unless she had more information or comments to persuade me not to do so. So, it's not necessary for me to issue a further provisional decision now.

Putting things right

I have no reason to change my mind about the compensation to be paid to Mrs C in this case. For the reasons set out in my provisional decision, I'm going to require BG to pay Mrs C £1,500 in total.

Just to be absolutely clear, BG tell us they sent a cheque to Mrs C for the £260 compensation they originally offered. Mrs C says she rejected BG's offer. I take her to mean that she didn't cash that original cheque.

If that is the case, BG should cancel that cheque (or ask Mrs C to return it if she still has it) and now pay Mrs C £1,500. If BG are aware that the original cheque was in fact cashed, they should pay Mrs C a further £1,240 now.

I also have no reason to change my mind about the further minor repairs it was agreed BG should carry out. I assume they have now been completed, but if not, BG should carry them out as soon as possible – and at the latest within a month of Mrs C's acceptance of this final decision.

As I've explained above, I will not now be asking BG to carry out repairs to the walls / wallpaper around the fireplace. And I remain of the view – set out in my provisional decision - that BG should not be required to pay for the replacement flooring outside of Mrs C's lounge.

I've taken Mrs C's point about putting a timeframe around the remaining repairs – if indeed

there are any that haven't yet been carried out. And that's reflected in my final decision below.

My final decision

For the reasons set out above, I uphold Mrs C's complaint in part.

British Gas Insurance Limited must:

- pay Mrs C £1,500 for her trouble and upset; and
- ensure that their agents bring the remaining agreed repairs to a conclusion as soon as practically possible – and at the latest within a month of Mrs C's acceptance of this decision – if they have not already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 16 November 2023.

Neil Marshall
Ombudsman