

The complaint

Mr U complained about the workmanship carried out by British Gas Insurance Limited ("British Gas") under his Home Emergency policy.

What happened

Mr U made a claim on his policy when a leak caused cracks in his bedroom ceiling. The leak was fixed, but it took around four months before agreement was gained for British Gas to repair the cracks in the ceiling for issues it had caused.

Several trades were required for the repairs. British Gas appointed an asbestos remover, joiner, and decorator but as it couldn't source a plasterer, Mr U appointed his own plasterer to speed up the repairs.

The repairs were completed on 12 July 2021 and British Gas said before it closed the complaint, Mr U confirmed he was satisfied with the works. British Gas paid Mr U £200 compensation for the problems it had caused.

Mr U said *"shortly after the ceiling was re-plastered the ceiling has cracked where the repair happened"*. Mr U was particularly unhappy as he thought this was inevitable. Mr U said, *"all four trades told both their own companies and myself that the proposed repair wouldn't work"*.

British Gas investigated the complaint. It concluded, after consulting the three trades appointed by it, that liability for the cracked ceiling lay with the plasterer. British Gas said as the plasterer was appointed by Mr U, it wouldn't take responsibility for his work. British Gas said Mr U should enquire whether the work was warranted and whether he could get the plasterer back to review and rectify the works carried out.

Mr U thought this was unfair as he only appointed a plasterer as British Gas couldn't source one.

Our investigator decided not to uphold the complaint. He said as British Gas and Mr U didn't agree on what had happened and he didn't have any reports or evidence to show British Gas' work was sub-standard, he was unable to uphold the complaint. He said if the crack had appeared due to the work carried out by the plasterer, who was appointed by Mr U, then he could not reasonably hold British Gas responsible for that. Mr U disagreed, so the complaint has been referred to an ombudsman.

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.

In claims where the insurer has appointed contractors to carry out repairs, I would expect the insurer to take responsibility for the workmanship of work carried out. However, if part of the claim is settled and the policyholder appoints their own contractor to carry out works, then it

wouldn't be reasonable for the insurer to be made responsible for this work as it hasn't contracted for that work. So, responsibility for this work would lie with the policyholder who would need to secure the right assurances and warranties for any work carried out.

In this complaint, I can appreciate Mr U's frustration as he only sourced a plasterer as British Gas couldn't secure one in reasonable timeframes. However, as Mr U decided to appoint his own contractor to speed up the works and this work was settled by British Gas, then I think any work carried out by the plasterer is no longer under the control of British Gas and therefore not its responsibility. Therefore, if it's the plasterer's work that was sub-standard, then I'm likely to say it's not fair that British Gas is held responsible for this.

I can see Mr U feels aggrieved as he felt the repairs that British Gas was undertaking wouldn't be satisfactory. He said all the trades had said to him before the work had started that the proposed work wouldn't be successful. However, British Gas has said it thinks this is a misunderstanding.

It said *"[our contractor] feels in light of the fact the joiner has freely confessed to having concerns prior to the work beginning, but clarifying they were only on the basis that the ceiling should be plastered and nothing more than this. They believe this has simply been a misunderstanding based upon what you heard"*. I haven't seen any evidence that Mr U raised his concerns before the work commenced or tried to stop the works as he wasn't happy with what was proposed. So, whilst I'm not saying Mr U wasn't advised as he has set out, I don't have any evidence to support what was said before the work started, so I can't consider this point any further.

I have considered what investigations have been carried out to identify what had caused the defect in the ceiling. British Gas consulted the three trades it had appointed to gauge their views on the circumstances of this complaint.

British Gas said:

"Having liaised with our [contractors], they have spoken with each of the parties involved in repairing the ceiling at Mr U's property, which disputes what Mr U has stated.

The painter and decorator confirmed that they informed Mr U that the taped joint wouldn't work, due to the lip being roughly 5mm and it wouldn't leave an even surface, so he advised it should be plastered instead, which was carried out by Mr U's own appointed contractor.

The asbestos removal team advised a person from his office, that the amount we originally asked to be removed was too little due to the size of the crack, which was on the ceiling and they had to cut further back to go to the nearest joist. This work was also agreed with ourselves, which was carried out to an adequate area where the contractor was happy with the ceiling being cut/fixed.

The joiner advised Mr U that it would be up to the painter if he could fill the gap and make a level surface, which was later deemed impossible and the painter advised for the ceiling to be skimmed.

[Our contractor] also confirmed that during their visit to assess the situation on 1 October 2021, they found the hairline crack on the bedroom ceiling on investigation. The engineer tried to move the plasterboard ceiling, to which there was little movement with great force pressed against the ceiling. Mr U confirmed he had since put storage in the attic space, and it is possible the movement from above has caused the issue to show up.

As Mr U nominated his own plasterer for the works to be carried out, we cannot agree that we are liable for this cracking and Mr U should pass it back to his plasterer to rectify”.

I think British Gas’ investigations are reasonable – it has consulted those trades who were closely involved with the job. It has made its conclusions based upon these investigations. I think the conclusions follow on logically with what the investigation has shown, therefore, I think British Gas has been fair in its outcome of this complaint.

British Gas has defended its work and shown why it thinks the storage in the attic or the plasterer’s work was more likely to have caused the defect in the ceiling. It has said the plasterer was appointed by Mr U. Therefore, I think based on the evidence provided it’s not fair to hold British Gas responsible for this defect. Mr U hasn’t provided alternative evidence or expert reports to show the defects weren’t caused by the plasterer and were caused by contractors appointed by British Gas. So, I don’t have any evidence to uphold this complaint.

My final decision

My final decision is I don’t uphold this complaint, I don’t require British Gas Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr U to accept or reject my decision before 13 June 2022.

Pete Averill
Ombudsman