

## The complaint

Miss S has complained about the service received from British Gas Insurance Limited ('British Gas') and damage caused under her home care policy.

For the avoidance of doubt, the term 'British Gas' includes its agents, representatives and contractors in this decision letter.

## What happened

In September 2022, British Gas attended Ms S's property to carry out 'descaling' of the waste pipe in Miss S's property. The next day after use of the bath, water cascaded into the hallway below. British Gas engineers returned to discover that the waste pipe to the sink and bath had been dislodged. Miss S then had to empty the bath with a bucket to prevent any further damage. She has two young children, and the affected bathroom is the only bathroom in the property.

Miss S complained that the British Gas had caused damage to her property and was left without washing facilities and lived in damp conditions from September 2022 until February 2023 when the waste pipe was fixed. The redecoration work was not completed until the end of April 2023. She said that these events had caused considerable inconvenience and stress for her family over a long period of time. British Gas considered that it had done everything it could have done to progress the claim as quickly as possible and that any delays were outside its control. Miss S therefore referred her complaint to this service.

The service's investigator upheld Miss S's complaint and considered that British Gas should pay £850 in compensation for the damage caused. Neither British Gas nor Miss S agreed with the investigator's conclusions. In the circumstances, the matter was referred to myself to make a final determination in my role as Ombudsman. In July 2023, I issued a provisional decision for this complaint and explained why I was minded to uphold Miss S's complaint as follows; - *'As there appears to be agreement that British Gas caused damage to Miss S's property, the key issue to determine is whether it has since handled the matter in a fair and reasonable manner. On a provisional basis, I don't consider that it has, and I'll explain the reasons for this provisional conclusion.'*

*I firstly turn to Miss S's submissions. She said that when British Gas returned to repair the damage, she was told that an asbestos check was needed. Miss S asked for this to be organised as soon as possible 'or the damage caused is going to escalate as we are now experiencing mould in the bathroom.' Miss S said that she and her young family had been without proper washing facilities since September 2022. With Christmas 2022 approaching she felt the repair needed to be carried out imminently 'so we aren't living in a building site in the lead up' and she thought that hotel accommodation should be offered if the issue went on for much longer.*

*When the contractors did attend in January 2023 to remove the waste pipe casing, she felt there was no co-ordination or information provided by British Gas. She was concerned about having an exposed, leaking waste pipe in her kitchen. When she contacted British Gas to try to resolve her urgent concerns, she initially received an unhelpful response from the British*

Gas representative and then didn't receive a promised call-back. The contractor attended the following day but explained that the casing affecting the bedroom of one of the children and 'nearly new bathroom suite/tiles' also needed to be removed.

Miss S said that her partner had to take two days off work to liaise with British Gas. Miss S said that finally, British Gas agreed that an external company should complete the repair. She said that this company had visited many months before to evaluate the costings for remedial work. They'd said at that time that they would be happy to replace the waste pipe too, but had no instructions from British Gas to do so. She said that, thankfully the contractor instructed a carpenter to come to the house at the beginning of February 2023 to box in the new waste pipe. At that time, she said 'I am thrilled that we can now bath our children in a clean bath but they are still living in a home that needs a lot of work. I fear we have a lot more distress to come.'

Miss S didn't consider that it was the asbestos issue which had slowed things down as an asbestos check was completed initially and then the report was lost, 'so another one had to take place weeks after the initial one.' She said that, ironically, the asbestos ceiling wasn't touched during the repair at all 'So this concern could have been avoided had [the contractor] been advised to complete the repair back in September.' Miss S thought that the fact that British Gas didn't have the same person assigned to the job had been the main problem. She accepted that a British Gas representative called her sporadically and said that they'd chase matters up, but it never seemed to speed up anything. Finally, she said that British Gas had trebled her monthly fee for home insurance 'I presume to try and recoup the money due to the damage they caused'.

In conclusion, Miss S said that the whole scenario had been extremely stressful and upsetting. She'd hoped that British Gas would have taken responsibility for this. She wanted British Gas to fix the problem, repair the damage that had been caused and to reimburse £300. This was the cost she'd incurred for British Gas to carry out the descaling work. She thought that in all the circumstances, the investigator's figure of £850 was low, bearing in mind the initial outlay and increase in monthly payments. She thought this left £450 which was 'not particularly high for 8 months of stress, misery, endless time spent chasing, the money spent on heating, let alone the health impacts whilst living in a damp home.'

Turning to what British Gas have said about the matter, it explained that the claim hadn't been straightforward, and that many of the challenges had been beyond its control. It provided a detailed timeline of events and said that the claim progressed in the way it would have expected it to. It considered that each property damage claim was unique, and each depended upon how much remedial work was required. It also said that settlement timescales could vary where contractors were used.

British Gas said that it contacted Miss S and instructed contractors in October 2022. It said it was advised of the presence of asbestos in November 2022. It accepted that it had to chase the asbestos contractors several times and it had said that the original instructions to proceed hadn't been received. In December 2022, British Gas passed the building contractors' details to the asbestos contractors 'so that they could liaise re work dates'. The asbestos contractors eventually attended in January 2023 and British Gas then issued instructions to attend to deal with the waste pipe repair. However, as its engineers were 'unable to complete it as quickly as we would like', the building contractors appointed their own plumber to deal with the leak. The plumbing repair and replacement of the waste pipe casing were authorised in February 2023. The final redecoration works were then carried out in April 2023 to 'bring the rooms back to pre-incident condition'.

British Gas thought it was important to highlight that repair works couldn't be carried out until the leak had been repaired, and that this was a lengthy repair. It said that the presence of

asbestos in the boxing meant that it first needed to be removed to access the soil stack. It said that this took time and could only proceed when it was safe to do so and as and when contractors were available. It also felt that it had maintained contact with Miss S where required, 'to ensure she was fully aware of what was happening.' It didn't agree that the way it had handled matters was unreasonable, or that there had been excessive delays. It explained that 'like many other organisations that use contractors, following the Covid pandemic, there is less resource, lack of materials etc, and we feel we simply couldn't have done any more than we have, to speed things up.' It also said that when using a specialist team, such as the asbestos team, it was reliant on their availability, and some appointments could take longer to arrange than others.

Having considered all of the above, the reasoning for my provisional decision is as follows. The starting point is that British Gas has acknowledged that in this case, its engineers had caused damage to the waste pipe in Miss S's property. I appreciate that there have been multiple firms involved in this claim. In the circumstances, British Gas needed to efficiently and effectively co-ordinate the efforts of its contractors, agents and insurers. However, I don't consider that it did so in many respects. I also appreciate that the presence of asbestos requires careful handling and use of specialist contractors, and this can inevitably cause some delays. I also accept that following the Covid pandemic, British Gas may have experienced resourcing issues. Nevertheless, many insurance companies have adapted to these challenges and the customer is still expected to pay their insurance premiums. In exchange, the insurer is expected to provide a satisfactory and timely service.

Firstly, I deal with the question of asbestos, upon which British Gas relies heavily to explain the timescales involved in this case. I'm satisfied that there is indeed evidence of the presence of asbestos at Miss S's property. The relevant report identified asbestos in the ceilings although not in the waste pipe casing, as suggested by British Gas. Miss S thought that, ironically, this wasn't touched during the relevant works. Whilst this may be the case, I don't consider it was unreasonable for British Gas to have commissioned an asbestos report and specialist casing removal, as it would have been unclear at that stage whether removal of the waste pipe boxing could have impacted the ceiling. Nevertheless, the British Gas case notes indicate that this aspect of the work wasn't progressed as efficiently as it could have been. It accepted that it had to chase this contractor and that there was confusion regarding the original instructions. In addition, once British Gas instructed the specialist contractors to carry out work, it took several weeks before the work was eventually completed. On a provisional basis and on the balance of probabilities I consider these to have been avoidable delays by British Gas or its contractors.

Secondly, I note that Miss S has stated that the damage to the waste pipe led to the property becoming damp and mould developing. British Gas' evidence confirms this aspect of the complaint. Its drying report obtained in November 2022 refers to extensive condensation and water was observed running down the painted wall just inside the hallway. It's therefore surprising that British Gas didn't arrange at the very least for provision of a dehumidifier at Miss S's home. Miss S then said she'd had to open windows and had to turn up her heating. I've no reason to doubt that this is the case as the problem was continuing over the winter months.

Thirdly, Miss S considered that British Gas had trebled the monthly premium which she had to pay. This appears to have been an unexplained and unreasonable increase in premium. Miss S isn't obliged to continue with British Gas cover however and, as long as British Gas can explain the increase and the increase is in line with increases charged to all customers, this isn't an aspect for which I would expect to award further compensation.

Fourthly, I've considered the general fairness and reasonableness of British Gas' actions in relation to Miss S's concerns. I note that British Gas doesn't appear to accept that Miss S

*should be paid any compensation for distress or inconvenience caused and it has not issued a formal apology. However, British Gas was responsible for the waste pipe being dislodged and this was the catalyst for a substantial amount of damage, disruption and distress for Miss S and her young family. It's recognised that British Gas has paid for the commission of reports, repairs and remedial works. Nevertheless, British Gas' mistake resulted in Miss S and her young family being without basic washing facilities for a very significant period. I therefore agree with the investigator in this case that British Gas could have done more to assist in her distressing predicament.*

*Regardless of the presence of asbestos at the property, it shouldn't have taken from October 2022 to April 2023 to place Miss S back in the position she was before the damage caused by British Gas through no fault of her own. From the case notes, there appeared to be little sense of urgency or concern in this instance where two young children were affected. British Gas considered that the claim progressed in the way it would have expected it to, and I consider this to be concerning.*

*Finally, I also consider on a provisional basis that British Gas' communication with Miss S was lacking. There appear to have been periods where there had been no updates from British Gas, and I accept Miss S's evidence that she received unhelpful service on occasions and that promised call-backs didn't occur. I consider that this would have added to the distress and inconvenience caused.*

*Bearing in mind all of the above, and on a provisional basis, I agree with the investigator that a significant sum of compensation is appropriate in this case. I consider that it's appropriate that the compensation figure recognises that Miss S should not have been expected to bear the cost of £300 for the initial descaling work which caused such significant difficulties. I'm also satisfied that it's very likely that Miss S's heating bill was somewhat higher than it would otherwise have been but for the damage caused. In addition to these two factors, I consider that the total sum of compensation should properly reflect the substantial impact the poor service had caused. I therefore consider that compensation, to include all of the above factors, in the sum of £1,200 is an appropriate sum, to recognise the significant unnecessary distress and inconvenience caused to Miss S and her family over a sustained period.'*

In my provisional decision, I asked both Miss S and British Gas if they had any further comments or evidence which they would like me to consider before I made a final decision.

### **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.

British Gas hasn't indicated that it has any other final points which it would like to make, or any further evidence which it would like to supply. Miss S said she had nothing further to add and that all her points have been included in the provisional decision. She said '*hopefully this time British Gas take some responsibility.*' Miss S subsequently added details of what she considered to be further '*substandard repairs*'. However, as British Gas hasn't had the opportunity to issue a final response letter in this respect, it's not a matter which can be addressed in this final decision.

### **My final decision**

For the reasons given above, I uphold Miss S's complaint, and require British Gas Insurance Limited to pay Miss S compensation in the total sum of £1,200 within 21 days of this final decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept

or reject my decision before 24 September 2023.

Claire Jones  
**Ombudsman**