

complaint

Mrs E has complained about the way British Gas Insurance Limited dealt with a claim she made on her home emergency policy.

All references to British Gas include its agents.

background

Mrs E complained about a leak she had on her ceiling. British Gas sent a contractor round who said the leak was coming from a burst pipe. He cut a hole in the ceiling- where the leak was- and told Mrs E that a British Gas engineer would have to come and fix it.

Mrs E said the contractor told her to put a plastic container under the pipe. She said she and her daughter had to keep emptying it throughout the night which meant they didn't get any sleep.

Two days later an engineer came and stopped the leak. He said a contractor would come to fix the hole in the ceiling. Mrs E said she had to wait weeks for British Gas to arrange for someone to come and do this.

In the meantime, the pipe started leaking on two other occasions and British Gas had to send an engineer to stop the leak again.

Mrs E said when the contractor came to fix the ceiling, he asked her to remove all the contents of her kitchen cabinets. But when he fixed the ceiling he didn't need to remove the cabinets so it was all a waste of time.

Mrs E complained to British Gas about the delays in getting the ceiling repaired and all the inconvenience she and her family suffered. She made a number of comments, some of which are:

- The first contractor cut a very big hole in the ceiling for no reason.
- The hole in the ceiling was unsightly and made the kitchen dirty. There was dust and plaster falling onto the food preparation area.
- When the contractor came to fix the ceiling he sprayed something that made her daughter's asthma worse.
- The first contractor didn't even try to stop the leak. Instead they had to stay up all night to empty the container he asked them to put under the pipe.
- She said she wanted £10 for every day the ceiling wasn't fixed. This came to around £850.
- British Gas mistakenly sent her another consumer's final decision letter.
- British Gas ignored her email where she was asking for compensation.

British Gas apologised for the delays. It said when it fixed the ceiling it also redecorated the area where the damage was, which it didn't have to do under the policy. The policy only covers "making good the hole". It said it cost around £1450 to repair and redecorate the ceiling. If it had only repaired it, it would've cost £600. It said this was done as a goodwill gesture instead of giving Mrs E compensation. After Mrs E complained it agreed to offer another £100 as compensation.

Our adjudicator didn't think the complaint should be upheld. She felt the compensation was sufficient bearing in mind the cost of the redecoration. Mrs E didn't agree. She said the

redcoration consisted only of plasterboard and some rolls of paper. So the complaint has come to me for a decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I don't think this complaint should be upheld.

The parties generally agree about the facts of the case so I won't repeat them here. The disagreement is about the level of compensation offered and whether it's fair and reasonable.

The policy says British Gas will pay up to £1000 including VAT to get access and make good a repair. And "making good" includes filling in a hole but not replacing the original surface or covering.

Mrs E said the redecoration wouldn't have cost around £850. The only evidence I've seen about this is from British Gas and it said it would've only cost £600 to "make good the hole". Instead it paid £1450 to include redecoration. Without any evidence from a professional to the contrary I can't say that the redecoration should've cost less. So, on balance, I think British Gas spent £850 on redecoration costs. As those aren't covered under the policy and as British Gas has spent more than £1000 to repair the damage I think it has acted reasonably in the circumstances.

Mrs E said this isn't enough compensation for all the stress and inconvenience she has suffered. I can make an award for actual loss, distress and inconvenience a consumer has suffered because of something a financial business has done wrong. But I can't make an award to punish the business. I fully appreciate why Mr E was concerned about the leak and the hole. And I appreciate she had to live with it for around three months. I note Mr E is quite elderly and she did suffer a lot of trouble and upset as a result of the damage. British Gas has accepted it didn't deal with her claim as well as it should've. It has apologised for this as well as for sending Mrs E another consumer's letter and offered compensation. For reasons I gave above, I think the compensation is fair in the circumstances.

I note British Gas has also offered £100 to Mrs E which she has rejected. British Gas said it would keep this offer open for her which I think is reasonable. If Mrs E accepts my decision, I think British Gas should still consider paying this amount to her. In the circumstances, bearing in mind the three months' worth of inconvenience suffered by Mrs E, I think British Gas's offer which includes the redecoration costs is fair and reasonable. So I don't require British Gas to do anything more.

my final decision

For the reasons above, I'm not upholding Mrs E's complaint other than to say British Gas's offer of £100 in addition to the redecoration costs already paid, was fair.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or reject my decision before 27 October 2016.

Anastasia Serdari
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