

## **complaint**

Mr C complains about the way British Gas Insurance Limited ("BGI") responded under his home emergency insurance policy, when he asked for help with a water leak.

## **background**

In January 2017 Mr C phoned BGI because he thought he had two water leaks, one in his central heating system and one in his cold water system. An engineer arrived first to deal with the central heating leak. He had to access the leak through the ceiling of the floor below.

Initially he said any damage made to the ceiling wouldn't be made good by BGI – Mr C would have to arrange this himself. Mr C pointed out that BGI's policy documents said such damage would be made good, but not re-decoration, which was confirmed by the engineer's manager. So the engineer cut a hole in the ceiling. He found the leak was from a cold water pipe. So he said one of BGI's plumbing contractors would have to mend this, and left.

A plumbing engineer duly came. However he was concerned that the decorative ceiling finish might contain asbestos. So he wouldn't do any work unless Mr C first obtained a clean air certificate. He left Mr C with the hole in his ceiling and the leak unrepaired. Mr C repaired the leaking pipe himself and then complained to BGI about its poor service.

BGI apologised for its poor service. It said it would make good the hole in the ceiling but wouldn't redecorate. It paid Mr C £50 as compensation for the inconvenience it had caused him. But it said its terms and conditions made it clear that its engineers wouldn't work in dangerous or unsafe conditions. Mr C wasn't satisfied with this and complained to us.

Our adjudicator recommended that this complaint should be upheld. While she understood that the health and safety of BGI's employees was paramount, she pointed out that the first engineer had created the ceiling hole and then walked away leaving the hole, and leaving the leak unrepaired and Mr C without cold water.

She thought that BGI should make good the ceiling damage, which should include re-plastering but not re-decoration, and should pay Mr C a further £150 compensation, making £200 in all.

BGI responded to say it employed two sets of engineers, one to deal with central heating and the other to deal with general plumbing. The central heating engineers were less likely to have to get access through ceilings, unlike the plumbing engineers, and so were less aware of the asbestos issue. This was why the first engineer had made the hole in the ceiling without thinking about asbestos.

BGI didn't think the plumbing engineer had done anything wrong in refusing to work on the leak. It was willing to cover the costs of filling in the ceiling hole, but not re-decoration, in accordance with its terms and conditions. But it wasn't willing to pay any more compensation.

## **my findings**

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

While it is for BGI to decide how to structure its business, I think the service it provided proved to be inflexible and not of the standard Mr C was entitled to expect. While ideally Mr C's cold water leak would have been dealt with by BGI's plumbing engineer, it wasn't a complicated issue. Mr C actually replaced the damaged pipe himself.

So when the first engineer made the hole in the ceiling and found the leak, it would seem reasonable for him to have dealt with the leak as he was there. Instead Mr C found himself with a damaged ceiling, created by the first engineer, a continuing leak, and BGI refusing to do anything more without a clean air certificate.

I think that BGI should cover the cost of making good the ceiling hole, but not re-decoration. It should also pay Mr C a further £150, making £200 in all, as compensation for its poor service.

### **my final decision**

My decision is that I uphold this complaint and order British Gas Insurance Limited to:

1. cover the reasonable cost of making good the ceiling hole, but not redecoration, subject to Mr C first providing two quotations for the work required; and
2. pay Mr C a further £150 compensation, making £200 in all.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 26 June 2017.

Lennox Towers  
**ombudsman**