

complaint

Mrs M complains about British Gas Insurance Limited's offer of compensation after it damaged her property when doing a repair under her HomeCare insurance policy.

background

When British Gas' engineers were fixing a leak from the overflow in Mrs M's loft they damaged the bathroom ceiling. British Gas agreed to pay for the new ceiling and offered her £100 compensation.

Mrs M complained to us. She didn't think £100 was enough for her distress and trouble British Gas had caused. She said she'd warned the engineers that the loft was only partially boarded so the damage was completely avoidable. She'd just completed the refurbishment and decoration of her house. The new repair work will cause unnecessary wear and tear to her house and she'll have to cope with more mess.

One of our adjudicators recommended British Gas increase its offer to £300. British Gas agreed.

Mrs M didn't agree. She said her ceiling wasn't repaired yet so it still has a two foot hole in it which her builder had taped up. She can't ask her builder to take down the ceiling in the winter as the windows had to be open and at her age she was very susceptible to the cold. She thought £300 was an insult for what she'd suffered. She would like British Gas to refund her policy premium of £505 and pay £1,000 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.

Mrs M will see that the business name in this decision (British Gas Insurance Limited) is slightly different to that mentioned in previous correspondence (British Gas Services Limited). British Gas Insurance Limited is the correct business for this complaint and British Gas agrees.

I'm sorry to disappoint Mrs M but I think British Gas's new offer of £300 is a fair amount. I'll explain why.

British Gas acted quickly when Mrs M complained about the damage caused by its engineers. It went to her home to assess the damage within a few days. It wanted to get a quote for its own contractor to do the work but Mrs M insisted that the work be done by her own builder who she trusts. British Gas acted very reasonably in agreeing to that because I think it's likely it would have negotiated a cheaper quote with its own contractor.

British Gas also quickly agreed to pay Mrs M's builder's quote. She's chosen not to have the repair done until winter passes. She's explained why that's her choice but the work could have been completed already so she wouldn't be living with the hole in her ceiling.

Mrs M is worried about the mess and possible damage the repair work will cause to her newly decorated house. I do understand she's upset that her house needs further work when she had a bad experience with the renovation work with other builders.

But British Gas is paying for her own builder to do this work. The builder's quote includes the cost of heavy protection for the sanitary ware, wall tiles and access route during the repair. The quote also includes the cost of cleaning the bathroom after the work has finished. So in paying for the builder British Gas is also paying for the builder to put in protective measures that he considers necessary and to clean the bathroom.

Overall £300 compensation for Mrs M's upset and inconvenience is a fair offer. I understand that British Gas may have already paid her £100 and the £300 includes any compensation already paid.

my final decision

I uphold this complaint and I order British Gas Insurance Limited to pay Mrs M £300 compensation (in total) for her upset and inconvenience, as it's already offered to do.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 22 April 2016.

Nicola Sisk
ombudsman