

complaint

Mr S complains that British Gas Insurance Limited did not put the tiled skirting and bath panel back into position after its engineer removed them when attending a call out to his home due to a leak.

our initial conclusions

Our adjudicator upheld the complaint. He concluded that it is not reasonable to consider putting the tiled skirting and bath panel back into position and sealed into place as “re-decoration”. He recommended that British Gas put the tiled skirting and bath panel back into position, as it was before British Gas attended. British Gas disagreed with our adjudicators findings and believes that putting the tiled skirting back onto the wall is redecoration. It also feels that resealing the bath panel would be classified as replacing the original construction.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr S and the business have provided. Having done so, I agree with the adjudicator that it is unfair for British Gas to consider putting the tiled skirting and bath panel back into position and sealed into place as “re-decoration”.

British Gas’ engineer removed the bath panel and tiled skirting in the bathroom to attempt to locate the leak at Mr S’s property. However, it appears the leak was found to be coming from the airing cupboard where access was easier. I would agree with our adjudicator that it would be reasonable for a British Gas engineer to attempt to locate the leak in areas where access would be easier, before making access to other areas of the property.

Therefore, in full and final settlement of this complaint, British Gas must return the tiled skirting and tiled bath panel back into position, as they were before being removed by British Gas. In addition, British Gas must compensate Mr S £100 for the inconvenience that has been caused to him as a result of British Gas’ actions.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr S either to accept or reject my decision before 22 July 2014.

Christopher Tilson

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

Although redecoration is not covered, here the removal may not have been necessary in the first place.

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.