

complaint

Ms D complains that British Gas Insurance Limited has declined to make good damage to her property's ceiling after they attended to a home emergency under her Homecare policy

background

A British Gas heating engineer visited Ms D's property as she reported that her home was experiencing low water pressure. The engineer found that a water leak was the cause of this. To fix the problem he removed part of the garage ceiling to access and repair a damaged fitting. Before the engineer left the property he told Ms D that British Gas wouldn't be responsible for putting the damage to the ceiling right as what he removed was already damaged by the water leak.

Ms D complained to British Gas. She said that before being told the damaged ceiling wouldn't be covered she'd spoken to someone via British Gas' online chat – and they confirmed the damage would be put right. She also disputed the ceiling was already damaged.

British Gas explained that although they provide cover for up to £1,000 to put right damage they've caused, they weren't responsible for putting right the ceiling in this case as it was already damaged prior to their engineers arrival. They did however offer to cover the hole with plasterboard, but said they wouldn't 'skim it'. They also apologised for the conflicting information provided about whether the damage would be covered and sent Ms D £30 compensation for this.

Ms D remained unhappy and so brought her complaint to our service. She provided the investigator with pictures of the damage to the ceiling. The investigator explained that he couldn't see any evidence of water damage from these pictures and that he wasn't satisfied British Gas had done enough to show the relevant exclusion applied.

British Gas didn't agree and so the matter was passed to me to review. They've since offered to re-board the ceiling and contribute £50 towards the cost of Ms D having it skimmed.

I wrote to British Gas saying I was minded to agree with the investigator and that I didn't think their offer was enough. I explained that from the evidence available, including the pictures provided by Ms D, I hadn't seen anything to show there was any existing water damage to the ceiling before it was removed. And so I thought British Gas should make good the damage in line with the terms of the policy. I also felt that an additional £100 should be paid for the trouble and upset this matter has caused.

British Gas asked for a final decision on the matter. In summary, they added:

- The report from their service manager said the leak would've meant the ceiling repair work was needed regardless of whether or not they made access.
- The water damaged part of the ceiling had been removed before the photos had been taken. So the photos are misleading and looking at these alone doesn't provide the full context of the situation.
- Had there been no water damage caused to part of the ceiling before it was removed they would have repaired the damage as they would've caused it. In this instance the

damage to the ceiling was already caused as consequence of the leak and is not covered under the policy.

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 see no reason to depart from my initial findings.

Ms D's policy provides cover for damage caused by British Gas when getting access to a boiler, appliance or system. This includes filling in holes they've made and leaving a level surface but it doesn't include decoration. The policy however excludes any loss or damage caused by the policyholder's boiler, appliance or system breaking or failing unless British Gas caused it. Water leaks are listed as an example in the policy terms.

British Gas has said the above exclusion applies. So I've considered whether they've acted fairly by relying on this exclusion to decline Ms D's claim.

I've taken in to account the service manager's report British Gas has provided. This says the garage ceiling wasn't just water marked but completely beyond repair having soaked up the water from the leak. And so it says the engineer made the correct decision in accessing the leak by removing the sodden plasterboard. And the service manager was satisfied the damage to the ceiling was consequential as it was beyond repair before the engineer visited the property.

Ms D however disputes the ceiling was damaged. She's also provided a number of photos to show the damage caused by the engineer to access the fitting. I've reviewed these photos. And having done so I don't think these show any sign of water damage.

The photos Ms D has provided shows there is plasterboard which remains below the replaced fitting and this appears dry with no signs of water damage – such as warping or swelling. Had a leak caused damage, and to the severity mentioned in the service manager's report, I'd expect to see some damage or markings to the remaining plasterboard as it was below where the escape of water was found by the engineer. So, I'm not persuaded by British Gas' point that the damaged part of the ceiling was removed before the photos were taken.

In the absence of anything to show otherwise, I'm not satisfied there was water damage to the removed plasterboard before the engineer visited the property. I therefore don't think British Gas can fairly rely on the above mentioned exclusion to decline Ms D's claim.

To put things right I think British Gas should make good the damage to the ceiling in line with the terms of the policy – subject to the policy limits and excess. This means arranging, or paying for Ms D's costs, to have the ceiling re-boarded and skimmed so to leave a level service.

I've also considered the amount of compensation paid and I don't think £30 sufficiently reflects the trouble and upset this matter has caused. Ms D was given conflicting information about what was covered at the time of the engineers visit and has been left with a large hole in the ceiling for several months. I think an additional £100 would be fair in the overall circumstances of the complaint.

my final decision

My final decision is that I uphold this complaint.

British Gas Insurance Limited should:

- meet Ms D's claim subject to the policy limits and excess, and,
- pay Ms D £130 compensation in total (inclusive of the £30 they've already paid).

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 7 September 2018

Daniel O'Dell
ombudsman