

## **complaint**

Ms J complains about the way British Gas Services Limited has handled a home emergency claim and says hasn't received adequate compensation for damage caused to her property.

## **background**

A British Gas engineer carried out some work in the loft of Ms J's home. Shortly after this, the bedroom ceiling collapsed, causing extensive damage. She contacted British Gas, who advised her to make a claim through her home insurance. British Gas said the insurer could then reclaim any losses from them.

The home insurer arranged for repairs to the damaged ceiling and appointed a solicitor on Ms J's behalf to recover uninsured losses, which included the excess she had to pay on her home insurance claim, and items of property such as clothing and soft furnishings that hadn't been covered by the home insurer.

As the ceiling was artex, there was a concern about the risk of asbestos being released. A company was appointed to carry out tests for asbestos. These tests confirmed that there had been asbestos in the ceiling, but didn't show there was asbestos on the personal items.

Ms J received a payment for some damaged items, and the solicitors were able to recover the excess for your home insurance claim. But they decided not to pursue the claim for the personal property, saying there wasn't any evidence confirming these had been contaminated with asbestos.

When Ms J complained to this service, British Gas offered her compensation of £200. Our adjudicator initially said this seemed reasonable, but after considering further information, recommended that British Gas should pay an extra £700, bringing the total to £900.

British Gas agreed to increase the compensation to £500 but no more.

Ms J didn't accept this offer, or the adjudicator's proposal. She says

- it was reasonable to dispose of all the items – the asbestos specialists who visited to carry out the tests advised her to dispose of them, as it wasn't worth the risk of keeping anything that might be contaminated;
- spot testing on soft furnishings wasn't reliable; it only said there was no asbestos on the small area tested, and that couldn't prove there was no contamination elsewhere on the item;
- she asks why they gave her that worry that particles could have been spread around, but wouldn't then cover the cost of replacing all the times;
- there is lots of information available about the dangers of asbestos and she was understandably very concerned about the fact asbestos fibres had been released around her property;
- British Gas accepted responsibility for the incident, but advised her to go through her home insurance and as a result, she has been left out of pocket.

## **my findings**

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

There's no dispute that an error by a British Gas engineer led to the ceiling collapse. The damage itself has been put right. But Ms J only received compensation for some of the items in her home. The issue is whether British Gas should make a further payment, for other items that she disposed of. Ms J says it was reasonable for her to dispose of those items; there was an exposure to asbestos and she says the experts who visited her home advised her to dispose of everything that might be contaminated.

I appreciate that Ms J was concerned about a risk of asbestos contamination, but I have to consider the evidence about the contamination. The reports confirmed that there was asbestos in the ceiling, but they don't show that the other items were in fact contaminated. Ms J says the experts advised her at the time to dispose of all the items, but the solicitor asked them to confirm this and they both refused to elaborate beyond what was in the reports. So the expert evidence we have is that her belongings weren't contaminated. On that basis, I don't think British Gas should have to repay the further amounts Ms J is claiming for her belongings.

But Ms J was put to a lot of trouble as a result of the event. In particular, British Gas didn't agree to refund excess until the solicitors recovered this; it should have agreed to cover this on admitting liability. And of course Ms J had all the trouble and inconvenience caused by the incident itself, and by having to put right the damage caused. I think the proposed compensation of £900 is a reasonable sum for that. I understand British Gas has already paid the sum of £200 it offered previously, so should make a further payment of £700.

### **my final decision**

My final decision is that I uphold the complaint to the limited extent that British Gas Services Limited should pay Ms J a further £700, in addition to the £200 it has already paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms J to accept or reject my decision before 20 November 2015.

Peter Whiteley  
**ombudsman**