

The complaint

Mr S has complained about an engineer assigned by British Gas Insurance Limited (BGIL) who caused damage to his home while carrying out repairs to their boiler. Mr S is unhappy with the settlement BGIL has offered to repair the damage it accepts was caused by its engineer.

Mr S holds a Homecare agreement with BGIL.

What happened

In May 2022 a leak was found from Mr S's boiler and an engineer arranged to replace a cylinder. When the engineer carried out these works, there was a flood causing damage to Mr and Mrs S's home. The damage was to a ceiling and wall in the hall stairway and landing.

BGIL accepted responsibility for the damage. It asked Mr S to provide estimates for the repairs, which he did. BGIL found the estimates were high - and included decoration works to parts of the home that wasn't damaged by the incident. So BGIL appointed a contractor to visit Mr and Mrs S's home. They provided a quote for redecoration which was considerably less than the estimates Mr S had provided.

BGIL said it wouldn't meet the costs to repaint woodwork and doors. Mr S was unhappy about this - and he was unhappy that BGIL wouldn't meet the costs to redecorate all four levels of the hall, ceilings and landing. He said to leave the other parts undecorated would show a clear mismatch.

In December 2022 BGIL upheld Mr S's complaint in part. It apologised for the inconvenience caused by the engineer and its handling of things since May 2022.

It offered an increased cash settlement of £1,620. This included the costs its appointed contractor could redecorate the hall and landing for, including the undamaged ceiling and hall. It didn't agree it should meet the costs to repaint the woodwork and doors.

For the distress and inconvenience caused, it paid Mr S £200 compensation. It covered the costs to replace light fittings that were damaged in the incident.

Mr S remained unhappy and asked us to look at things for him. Our Investigator thought BGIL had done enough to put things right.

Mr S didn't agree. He believes his complaint hasn't been given proper consideration. So he wants an ombudsman to decide.

What I've decided – and why

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

I understand that Mr S provided three estimates. One is for £3,578 including VAT and includes the woodwork and decorating of walls, ceiling and hallway. I assume this is for all levels as the estimate doesn't specify. Another provides an estimate for £1,440 including

VAT excluding woodwork. This includes the downstairs ceiling, walls and coving, the hall running upstairs and landing. It doesn't include the upstairs ceiling or any woodwork.

The third estimate is the one Mr S wants BGIL to pay a cash equivalent settlement for. This is for £2,640 plus VAT, so £3,168. This includes the ceilings that are unaffected by water damage, the walls and hallway and landing. It also includes the woodwork and doors, of which Mr S says there are twelve.

BGIL doesn't agree it should meet the costs to redecorate the woodwork and doors, but it has agreed to cover the redecorating costs of the first floor ceiling to match the hall, lower ceiling and landing. The cash settlement offered is based on what its appointed contractor said they could carry out the works for.

I understand Mr S doesn't agree that the settlement offer BGIL has made is fair. He says to agree to their contractor to carry out the works means he will then need to appoint another contractor to finish the works to the woodwork.

But I don't think BGIL should pay the costs to redecorate the woodwork and doors. I understand Mr S says he had no intention of redecorating and he says he hasn't been put back in the position he would have been had the damage not occurred. However, I think BGIL's offer is reasonable to meet the costs to repair the affected areas - and for the ceilings on the first two floors to match the walls. I'm not persuaded that by redecorating the walls and ceilings - but not having the woodwork repainted - will put Mr S in a worse position than he was in before the damage occurred.

It may be that a compromise can be agreed whereby BGIL's contractor can carry out the additional decorating works - subject to providing an estimate Mr S is satisfied with - so that all works are done at the same time to minimise further disruption for Mr and Mrs S. This is up to Mr S and BGIL to consider outside of my decision - and for Mr S to pay the costs of the additional works he wants done to the undamaged areas.

I appreciate that the length of time this has gone on for has caused Mr S distress and inconvenience. He has explained that he and his wife are in their seventies and he is a carer for his wife. I understand that through no fault of their own, their home has been damaged and they've been put to the disruption of having to obtain estimates and the back and forth with BGIL.

Having carefully considered all of the information provided, I think the time it's taken has mostly been due to the fact that Mr S and BGIL haven't been able to agree on an outcome - and this has inevitably meant that it has taken longer to settle things.

However, BGIL apologised to Mr S for the inconvenience it has caused and paid £200 compensation. It has applied a discount to his renewal premium and met the costs to replace the damaged lighting.

I understand Mr S doesn't agree and I'm sorry to disappoint him. But overall, I think BGIL has done enough to resolve Mr S's complaint. This means I'm not asking it to do anymore.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 19 May 2023.

Geraldine Newbold

Ombudsman