

The complaint

Mr S is unhappy with the settlement British Gas Insurance Limited (BG) offered after its engineer caused damage to his home while repairing a leak.

Mr S had home emergency cover underwritten by BG. Mrs S acted on his behalf but, for ease of reading and because the policy was in his name, I'll refer only to Mr S.

What happened

Both Mr S and BG agree that damage was caused when one of BG's engineers attended to a leak. As the facts are not in dispute, I won't repeat them here. Instead, I'll focus on giving the reasons for my decision.

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.

Having done so, I've decided not to uphold Mr S's complaint because I consider BG's offer to put matters right was fair and reasonable in the circumstances.

Firstly, I'd like to reassure Mr S that I've looked at everything on the file relating to his complaint about BG. While I may not mention everything, I've taken all relevant information into consideration.

After carrying out an investigation into his complaint, BG agreed it hadn't provided the standard of service Mr S could reasonably expect. To put matters right, BG offered to:

- pay £500 for the redecoration of the water damaged ceiling;
- pay £250 compensation by way of apology for the inconvenience caused, and
- assess the carpet damage with a view to either cleaning or replacing it.

Mr S didn't think BG's offer was enough because:

- The quote he'd obtained for redecoration came to more than BG's offer.
- BG's representative had already contacted him about assessing his carpet and said there was no point visiting because the type of carpet he had couldn't be cleaned.
- Mr S didn't cash the compensation cheque because BG's offer didn't resolve his complaint.

Redecoration

I've considered Mr S's quote for redecorating. Having done so, my view is that it includes items which BG didn't damage. Mr S hasn't disagreed with this, but he says unless everything on the quote is completed, the decoration of his home would look odd. The photos of Mr S's home show that the walls, ceiling, coving and woodwork are a uniform colour, so I understand the point he's making. However, BG is responsible only for putting

right the damage it caused. Therefore, I can't agree that it would be fair to ask BG to include all other items, such as sanding, filling and repainting woodwork, which it hasn't damaged.

It's understandable that Mr S would want to refresh the whole area while work is already being carried out, but nothing in the evidence persuades me that BG should contribute any more to the cost than it already has.

I'm satisfied that BG made a fair offer in respect of this issue.

Carpet

BG wants to assess the carpet before agreeing on corrective action. Mr S says it has already had the opportunity and its representative said the carpet can't be cleaned.

Looking at Mr S's account of events, he says BG declined to visit after hearing of the type of carpet he had. That's because the carpet fibre isn't one which can be cleaned without causing further damage. Although BG's account notes don't reflect this conversation, I have no reason to doubt what Mr S says.

However, although this has become a sticking point, I don't think it's unreasonable for BG to arrange an actual visit for assessment of the carpet. Once done, I'd expect BG to be in a position to move forward with either cleaning the carpet or, as Mr S suspects will be the case, replacing it.

The evidence doesn't indicate that BG has refused to replace the carpet – just that it wants to see the damage for itself and confirm whether a replacement is needed. I don't think that's unreasonable in the circumstances.

Compensation

BG sent Mr S a cheque for £250 in recognition of the fact that its agent caused the damage and the inconvenience this matter caused. Mr S didn't think BG had done enough to resolve his complaint.

There's no dispute that BG caused the damage and I think it's fair that BG should put matters right. I understand there was some disagreement about the damage in the earlier stages, and I can see from the evidence that Mr S has been inconvenienced by the whole matter. But, when thinking about what I would've required had BG not already made an offer, I've decided that BG's offer is reasonable and in line with our approach. Therefore, I won't be asking it to increase its compensation offer.

My final decision

For the reasons I've given here, I'm satisfied that British Gas Insurance Limited's offer to resolve Mr S's complaint was fair and reasonable, so I see no reason to ask it to do any more.

My final decision is that I don't uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 2 August 2023.

Debra Vaughan
Ombudsman