

complaint and background

Mr A complains that British Gas Insurance Limited (“British Gas”) caused damage to his kitchen when it sent an engineer to fix his boiler in August 2016. He wants British Gas to cover the cost of repairing three main areas of damage.

I’ve attached my provisional decision from June 2017, which forms part of this final decision. In my provisional decision I set out the reasons why I was planning to uphold this complaint. In short, that was because I thought it was likely that British Gas was responsible for the damage to Mr A’s kitchen and so it was only fair for it to put that right.

I asked both parties to come back to me with any further points – particularly some further information so that I could make a fair direction as to what British Gas needs to do to put things right. Mr A has supplied two quotations for the work, and a suggestion as to what he believes to be the fairest resolution. British Gas has disagreed with him.

my findings

I’ve reconsidered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint. I’ve looked carefully at the quotations I’ve been given, which show very different costs associated with sorting out the damage in Mr A’s kitchen. The lower quotation isn’t particularly detailed, and doesn’t actually set out the specifics of all the areas of damage that I had provisionally decided needed to be put right. The higher quotation has much more information on it and suggests that everything is included.

Mr A accepts that the wide difference between the two prices is somewhat complicating, and has suggested that the fairest thing to do would be to split the difference between them. British Gas said it didn’t think that would be fair, as it believes that figure is higher than ought to be necessary to sort the damage out. But it hasn’t given any detail as to what amount it thinks would be fair.

To ensure that absolutely all of the damage is put right, I’ve considered whether to simply direct British Gas to pay Mr A the amount of the higher quotation. But as it seems that the work can be done more cheaply, I don’t think that would be fair to British Gas. On balance, I think the fairest thing to do is to follow Mr A’s suggestion and split the difference between the two quotes. I think that sum of money is likely to allow Mr A to get *all* the damage sorted out to a decent standard – but doesn’t unfairly financially penalise British Gas.

putting things right

British Gas needs to pay Mr A the following:

- a settlement of £2,192, which is the median figure between the two quotations provided, to enable the damage to be repaired; and
- £200 compensation for the poor service and complaint handling, as set out in the attached provisional decision.

British Gas must pay the compensation within 28 days of the date on which we tell it Mr A accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

If British Gas considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mr A how much it's taken off. It should also give Mr A a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

my final decision

For the reasons set out here and in the attached provisional decision, I uphold this complaint and direct British Gas Insurance Limited to pay Mr A £2,392 in total, as explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 26 July 2017.

Siobhan McBride
ombudsman

copy of provisional decision

complaint

Mr A complains that British Gas Insurance Limited (“British Gas”) caused damage to his kitchen when it sent an engineer to fix his boiler in August 2016. He wants British Gas to cover the cost of repairing three main areas of damage.

background

Mr A called British Gas when his boiler wasn’t working as he had a Home Care policy. British Gas sent an engineer to Mr A’s home, and everyone agrees that the repairs weren’t done properly. Mr A noticed that the boiler was leaking, and a second engineer was sent to sort things out.

Mr A told British Gas that the leak caused by the first engineer had damaged:

- the boxing in around the boiler;
- the kitchen worktop; and
- the bottom of some kitchen cupboard doors.

British Gas was only prepared to accept that the leak had damaged the boxing in and the worktop. But it only offered Mr A £200 compensation which was just for the damage to the boxing in. Mr A didn’t accept this and complained to us.

Having looked at the evidence, the investigator thought it was likely that the leak caused by British Gas’s engineer had also damaged the kitchen cupboard doors in question. So he upheld the complaint and recommended that British Gas cover the cost of sorting out all three areas of damage.

British Gas doesn’t accept that and has asked an ombudsman to look at the case and reach a decision.

my provisional findings

I’ve considered all the available evidence and arguments to provisionally decide what’s fair and reasonable in the circumstances of this complaint. Having done that, I’m planning to uphold this complaint and I’ll explain why. I’ve set out my thoughts in a provisional decision because I can see several different ways for British Gas to put Mr A back in the position I think he should be in. So I think the fairest thing is to set those out and invite comments from both parties on next steps.

is the damage to the cupboard doors the fault of the British Gas contractor?

Neither party has offered any independent expert opinion as to what is likely to have caused damage to the bottom of the cupboard doors. I can see that British Gas’s case notes from last year just say that Mr A:

“...is claiming for damage to 2 sink doors which definitely is not from our leak.”

It suggests that this opinion comes from “...our contractor...”, although which contractor, and why isn’t mentioned. So British Gas thinks it’s probably linked to a different leak, and couldn’t have been caused by the water leaking out of the boiler and flowing down. But there isn’t any more evidence to substantiate that from the case notes at the time.

Mr A took a video of water being poured from underneath the boiler in his kitchen, and showing the path it then took. This video shows how the escaping water reaches the cupboard under the kitchen sink and consequently the doors. British Gas doesn’t agree that this video supports Mr A’s position.

It says that the leak "...was not recreated by..." the video, as it says that the leak would have been "...gushing out of the boiler...", so following a completely different path. It also says that had the damage been caused by this particular leak, it would expect to see additional damage to the inside of those doors overall – and not just at the bottom of them.

Mr A has told us that the leak was never "gushing". He says it was slower and he thinks it must have built up within the boiler's boxing in, before then moving further along. He also says that the water leaking was very hot, so might have had a different impact than if it had been cold water. He, understandably, says he doesn't know why the leak seems to have caused less damage to the overall inside of the cupboard doors.

In the absence of clear independent expert opinion, I have to use the evidence given to me to decide this case on the basis of what I think is most likely to be the case. Mr A has included the cupboard door damage in his complaint from the beginning, and has provided photographic and video evidence to support his position. As mentioned above, the video he took does show how water could have reached those cupboard doors once it leaked out of the boiler. British Gas hasn't given strong or persuasive evidence to show that the damage is unrelated to the poor workmanship carried out by its contractor. So, on balance, I think it's most likely the damage to the cupboard doors was also a result of the leak caused by British Gas. And therefore I plan to uphold this complaint.

Mr A said he will now need to replace all his kitchen cupboard doors because he can't find new doors to match the old ones. As far as I'm aware all his kitchen cupboards are currently matching. So if he can't find matching replacements, I think British Gas should replace all the kitchen cupboard doors. As I said above I think that, on balance, British Gas is responsible for the damage to the two cupboard doors. In order to put Mr A back in the position he would've been in had it not caused this damage it has to ensure, as far as possible, that his kitchen looks the same as it did before it was damaged. In order to do this I think it has to ensure that all the cupboard doors match.

the boxing in and the worktop

British Gas has already agreed that it's responsible for the damage to the boxing in and the worktop. So I won't go on to consider this part of the complaint further other than to say that I think it should also compensate Mr A for this damage.

distress and inconvenience

From what I've seen, it doesn't look like British Gas acknowledge all the damage it has since accepted responsibility for at the time Mr A complained to it. Instead, it only offered him compensation for the damage to the boxing in. British Gas said in its notes that Mr A wasn't at that point claiming for the worktop but even if that was the case, I think it would've been reasonable to expect British Gas's offer to include compensation for all the damage it recognised it had caused. So I don't think it behaved reasonably or fairly in this instance.

Mr A also said that it took four engineer's visits before British Gas repaired his boiler. And this was after it caused a substantial leak in his kitchen.

For the reasons above, I think British Gas provided a poor service to Mr A. Mr A was clearly frustrated with the way the claim and the complaint were handled. I think British Gas's poor service caused Mr A trouble and upset and I think it should pay him £200 to compensate him for this.

putting things right

If I uphold this case, I'll need to direct British Gas to facilitate the repair or replacement of all the damaged areas by either:

- agreeing a cash settlement with Mr A to carry out the work. Mr A is free to obtain his own quotations and submit them to British Gas to consider. If he does, this should be done as soon as possible so British Gas can consider them before the deadline to respond to my provisional decision; or
- arranging for a contractor to attend Mr A's address to carry out the necessary works.

Where it is possible for an item to be repaired I think this should be the case. But items that can't be repaired to the standard that they were before they were damaged should be replaced.

If it's not possible to repair the cupboard doors and if it's also not possible to find ones to match the existing ones, I think British Gas's offer should include replacing all the kitchen cupboard doors.

British Gas should also pay Mr A £200 for the distress and inconvenience it caused him.

my provisional decision

For the reasons I've explained, I'm planning to uphold this complaint and to direct British Gas Insurance Limited to put things right via one of the options set out above. I look forward to receiving comments from both parties, by 26 June 2017.

Siobhan McBride
ombudsman