

complaint

Mr and Mrs B complain about how British Gas Insurance Limited (BG) dealt with the damage it caused when doing a service under their home care insurance policy.

My references to BG include its agents which include the professional cleaning contractor.

background

In mid March 2017 BG did an annual service to Mr and Mrs B's gas fire under their home care policy and its vacuum cleaner accidentally sprayed soot over their living/dining room. Mr and Mrs B complain that they had to clean their home and there is still soot. They want the room professionally cleaned or a new carpet and compensation.

BG said the affected room had been professionally cleaned by its cleaner on 12 May 2017 and the area was returned to its pre-incident state. When the complaint was with us it offered to pay Mr and Mrs B £100 compensation for their distress and inconvenience.

Our investigator thought the expert evidence showed that BG had professionally cleaned the room and the area had been well cleaned. There was no evidence to support that soot was still present. So she didn't think BG had to do another clean or replace the carpet. But she recommended BG pay £200 compensation for Mr and Mrs B's distress and inconvenience as they had no choice but to clean the area themselves given that BG didn't clean for two months.

Mr and Mrs B agreed the recommendation. BG thought £200 was too much. As it didn't respond when we asked for its final position the matter has come to me to decide.

my findings

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

I uphold this complaint for broadly the same reasons given by the investigator. BG needs to pay Mr and Mrs B £200 compensation for their distress and inconvenience due to its poor service. It doesn't need to take any further action.

Although Mr B said BG hadn't professionally cleaned the room BG sent us a report from the professional cleaning technicians that visited Mr and Mrs B's home on 28 April and 12 May. The report says the first visit was to assess and do a test clean, the later visit was to do the cleaning. The report also says 'all areas have responded (to the cleaning) however, the carpet has a number of marks which are not incident related. In the opinion of the technician all affected areas are at pre-incident conditions'.

I'm satisfied that on the evidence I have it's more likely than not that the room was professionally cleaned, which BG arranged and paid for. The expert's opinion is that the cleaning was effective. From the expert evidence the room was put back into the position Mr and Mrs B would have been in if the damage hadn't occurred. I understand Mr B considered getting an independent expert report to show there is still soot present due to the incident but he's decided not to. So on the evidence I have BG doesn't need to do another professional clean to the room or replace the carpet.

BG took too long to do the clean. It knew about the problem almost immediately but Mr and Mrs B had to wait over month for BG to come out just to assess the damage and another month for the clean to happen. This meant Mr and Mrs B had to do some cleaning themselves to clean up the worst of the soot. It wasn't reasonable for BG to expect them to live with an uncleaned room for two months. Mr and Mrs B had the inconvenience of cleaning up the mess left by BG and had to wait too long for a professional clean. I think £200 compensation is a reasonable amount to acknowledge that.

Mr B has mentioned he thinks he and his wife's health may have been at risk in being exposed to the soot, which BG denies. Mr B has sent us a link to an online article about the risks caused by soot but there isn't any evidence for me to find that their health has been affected by the amount of soot they were exposed to.

my final decision

I uphold this complaint.

I require British Gas Insurance Limited to pay Mr and Mrs B £200 compensation for their distress and inconvenience due to its poor service.

British Gas Insurance Limited must pay the above within 28 days of us telling it that Mr and Mrs B accept my final decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs B to accept or reject my decision before 4 January 2018.

Nicola Sisk
ombudsman