

## **complaint**

British Gas Insurance Limited carried out some repair work to Mr W's property under an insurance policy. While doing so it caused damage but a dispute has arisen as to what it needs to do to put this right.

## **background**

British Gas has accepted that it is responsible for damage to Mr W's home. I don't therefore need to detail everything that happened, but briefly – due to its negligence – excrement contaminated the bathroom carpet and doorway; a replacement toilet was scratched; two paving slabs were laid incorrectly and one was broken.

British Gas has offered to do the following:

- replace the flagstones, lower the access point that was installed by its engineers and complete the cleaning of the paving and fencing. Alternatively, it offered to pay him £600, which it says would be enough to pay for this to be done.
- It can match the flagstones but it will take 6-8 months for it to weather in and match the others in colour.
- Reimburse the cost of cleaning; replacement carpet and toilet, on receipt of detailed invoices.
- Consider a payment for loss of earnings, if Mr W is able to provide substantiating evidence detailing the actual loss; and
- pay £350 compensation for the inconvenience caused.

British Gas says that although it received an invoice from Mr W, (for the toilet, cleaning, carpet and loss of earnings) this was on his company headed paper. The invoice also included VAT which he wouldn't be able to claim from it, if he has made the payments through his business.

Mr W doesn't accept the offer. He says that the work needed to restore the patio will cost £750. He doesn't accept that replacing the broken slabs will restore it to its previous condition and says he shouldn't have to wait at all for the stones to match in colour. Mr W also said the same carpet was in the toilet and the rest of the downstairs of his property; he couldn't get a like-for-like replacement to match the existing carpet and so suggests the whole downstairs carpet should be replaced.

One of our adjudicators looked into the case and considered that British Gas' offer was reasonable. It had provided evidence that the £600 was enough to repair the patio, or it would arrange the work itself. Mr W hadn't provided any evidence it wasn't enough and the policy terms mean it only has to make good any disturbed areas – not restore it to exactly the same condition it was in before. The adjudicator also said he hadn't provided the invoices for the other work, or evidence of his loss of earnings. She didn't think that British Gas could be expected to pay for re-carpeting the entire ground floor, as the affected carpet was in a separate room.

Mr W didn't agree and has made the following points:

- he spoke to British Gas before it dug up his patio. At no time was he told that there would be wilful damage to his property, the flags, the installation without his

permission of an access point and the cutting of flagstones. He was only told the pointing might be off colour.

- If he'd known this, he would not have allowed them to do the work, given the shambolic way it had worked beforehand.
- He expects British Gas to restore his property completely, to include matching carpet downstairs, invoice for the toilet and his time; as well as a "*sensible compensation offer for the stress and distress caused by all of this, as I have done all I can to mitigate my losses as a result of their negligence and failings in their duty of care*".

As the matter couldn't be resolved, it's been passed to me.

## my findings

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

The service provided by British Gas under the insurance cover wasn't as Mr W was entitled to expect. This has already been admitted by British Gas and so I don't need to go into what actually went wrong or what he was to wasn't told; it just remains for me to determine what needs to be done to put this right.

British Gas has provided evidence from a contractor that it can match the same stones and that after a few months it will weather in to colour match the rest. I don't agree with Mr W that it's unreasonable for him to wait for the new stones to weather. It is unreasonable to say that this means British Gas should re-pave the entire area; and Mr W hasn't provided any convincing evidence that it will cost the £750 he wants.

British Gas has provided sufficient evidence that the patio damage can be put right to a satisfactory standard at a cost of £600. (Its contractor actually said £500- 600 and so its offer is at the top of this range.) I therefore think its offer to either pay this for Mr W to get the work done, or that it do the work itself is reasonable.

There's also no convincing evidence that replacing the carpet in the toilet room only won't be satisfactory. In order for me to require British Gas to pay for replacing all the carpet in the ground floor of Mr W's home, I would need some convincing evidence. No evidence, apart from Mr W's assertion, has been provided to show that the same carpet can't be found; or that it would be such a mismatch of colour that it would be unacceptable. I also note, that while Mr W says he has the same carpet throughout the ground floor, this is not an open-plan space with continuous carpet throughout. It is in a separate room and therefore a slight colour mismatch would not normally be that obvious. On the evidence currently available, I can't require British Gas to re-carpet the whole ground floor and consider its offer to pay for the carpet in the toilet room to be replaced – on production of a suitable invoice – to be reasonable.

Mr W has also made a substantial claim for loss of earnings. We don't normally reimburse for loss of earnings in having to deal with an insurance claim or complaint, although we can do so in some circumstances. We would have to be satisfied that the loss of earnings was a direct result of something British Gas had done wrong. Mr W has said that the time involved in dealing with this matter has of course taken him away from paid work but he hasn't provided any independent or convincing evidence that he lost jobs or clients as a direct and sole result of this. Sometimes things go wrong and time is needed to sort them out but without any other evidence, I am not persuaded that British Gas needs to pay Mr W for the

loss of earnings he has claimed. I also can't ask it to pay for the replacement toilet without an invoice from a contractor to show the cost of this.

I do agree that some compensation is however appropriate for the inconvenience caused by British Gas' handling of the claim. I agree that the offer of £350 is appropriate and in line with other awards made in similar circumstances. This includes the inconvenience of having to clean the toilet room and the extra claims visits.

**my final decision**

I don't uphold this complaint against British Gas Insurance Limited. I consider its offer to settle the matter is fair and reasonable in all the circumstances of the case. If Mr W now wishes to accept its offer, he should confirm his acceptance of this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 4 April 2016.

Harriet McCarthy  
**ombudsman**