

## **complaint**

Mr K is unhappy about how repairs to his boiler were carried out by British Gas Insurance Limited (British Gas) under his HomeCare insurance policy. He also complains about the damage caused to his property by the engineer and how his complaint has been handled.

## **background**

In early June 2017 an engineer from British Gas visited Mr K's property to repair his boiler. Mr K says the engineer was rude to him. It's agreed the engineer caused damage to a carpet, damage to the megaflow he was working on and he disposed of waste water on Mr K's front lawn and he dumped a bag of rubbish on Mr K's doorstep as he was leaving the property. Mr K has provided photographs of the damage to the carpet and megaflow tank and CCTV images showing the engineer dumping the waste water and rubbish.

Mr K complained to British Gas who agreed to pay £200 to clean Mr K's carpet. Mr K wanted to arrange this himself to preserve the warranty on the carpet. Mr K had to negotiate with the company who provided the warranty before this figure was agreed. Mr K told British Gas he wanted the megaflow tank replaced and provided an initial quotation for this work. British Gas was unhappy with this quotation as it included VAT, when the company didn't appear to be VAT registered. British Gas didn't agree the megaflow tank needed replacement, as the damage was only scuffing, and offered Mr K £350 in settlement of the damage and for the inconvenience he suffered as a result of the service he received.

Mr K was unhappy with this offer as the megaflow system was new. As the engineer had damaged the system Mr K felt British Gas should either replace it or arrange for it to be resprayed. He also wanted compensation for the rubbish the engineer had dumped. British Gas offered Mr K £150 for delays in dealing with his complaint and the engineer dumping rubbish in his front garden and £350 for the damage to the megaflow. So the total was £500 in addition to the £200 for cleaning Mr K's carpet.

Mr K then complained to this service.

Our investigator reviewed the case and as Mr K had agreed the £200 for the damage to his carpet was fair he didn't comment on this further. Our investigator considered the £150 offered by British Gas for the engineer dumping rubbish was fair and discussed this with Mr K, who was prepared to accept this part of the offer.

But, the damage to the megaflow remained outstanding and our investigator felt British Gas needed to put this right, as their engineer had caused the damage. As the system was still working, and the damage was cosmetic, he didn't feel it was reasonable for British Gas to have to replace the system. He also didn't feel British Gas should have to pay for repairs on the basis of the quote Mr K had provided. He felt either Mr K should obtain a new quote, from a different company, for the repair to the megaflow, which British Gas should then consider, or, British Gas should send their own repairer to fix the damage, as Mr K had said he would be happy with this. If neither of these options were agreeable to both parties then our investigator said British Gas should increase their compensation offer, in respect of the damage to the megaflow, from £350 to £500.

Mr K then obtained a further quote for the repair to the megaflow of £765 plus VAT. Our investigator considered the quote and said he felt to resolve Mr K's complaint British Gas should, in addition to paying £200 for the damage to the carpet and £150 for the dumping of the rubbish, pay the cost of repairing the damage to the megaflow system on the basis of the quote provided by Mr K. He said British Gas should pay the cost of the repairs and then the VAT upon receipt of a valid invoice.

British Gas didn't agree so the case came to me to decide.

I sent my provisional decision on Mr K's complaint in November 2017, and I've set out my provisional findings below.

*As British Gas accepted its engineer caused damage to Mr K's carpet and dumped waste in his garden, when he visited Mr K's property to carry out repairs, and had offered Mr K £200 for cleaning his carpet and £150 for the dumped waste, which Mr K has accepted, I didn't consider these points any further.*

*But, what British Gas should do about the damage its engineer caused to Mr K's megaflow system remained in dispute. British Gas said the megaflow system was working and the damage was cosmetic and superficial and had offered Mr K £350 compensation for the damage, which it said it's not prepared to increase. Mr K accepts the megaflow system is working but says he had recently paid to replace the system, and as the megaflow was undamaged, before the engineer's visit, so British Gas should either repair or replace the system.*

*I considered the photographs of the damage to the megaflow system caused by British Gas's engineer and said I understood why Mr K wanted this repaired. I said I thought it's reasonable for British Gas to cover the cost of the repair. British Gas may consider the damage to be superficial but this is something Mr K has to look at every day, and the damage wasn't there before the engineer's visit. Mr K was happy for British Gas to arrange the repair but it wasn't prepared to do this. Mr K had obtained a second quote for the repair work, as British Gas wasn't happy with the first quote, and the £350 compensation offered by British Gas doesn't cover the cost of the repairs.*

*I said I thought British Gas should pay for the repairs to Mr K's megaflow system in accordance with the second quote Mr K obtained. This quote is £765 plus VAT. I said I had no reason to think Mr K doesn't intend to have the work done, this is what he has wanted since he first complained to British Gas. To prevent further delay I said I thought British Gas should pay Mr K the cost of repairs and VAT. The VAT on £765 is £153, so, British Gas should pay Mr K a total of £918 for the repairs to his megaflow system.*

*I also considered the service Mr K received from British Gas. I said the HomeCare policy Mr K has with British Gas is intended to provide peace of mind, so any problems with his central heating system will be repaired, quickly and efficiently, by a trained engineer who can be trusted. In this case the engineer caused damage to Mr K's property, dumped rubbish on his doorstep and poured what may have been contaminated liquid on his front lawn. I said I had seen photographs of the damage caused and CCTV images of the engineer dumping the rubbish and the liquid waste. I said I thought British Gas provided poor service to Mr K and it should pay £250 to him for the distress and inconvenience it has caused.*

So, my provisional decision was that I upheld Mr K's complaint.

Both parties have accepted my provisional decision.

### **my findings**

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

As both parties have accepted my provisional decision I don't see any reason to change my provisional decision.

### **my final decision**

My final decision is that I uphold this complaint and I require British Gas Insurance Limited to pay Mr K the following:-

- £200 for damage to his carpet (if not already paid)
- £150 for the dumped rubbish
- £918 for the repairs to his megaflo system
- £250 compensation for poor service.
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Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 8 January 2018.

Patricia O'Leary  
**ombudsman**