



Are You Liable For A Gas Accident On Your Property?



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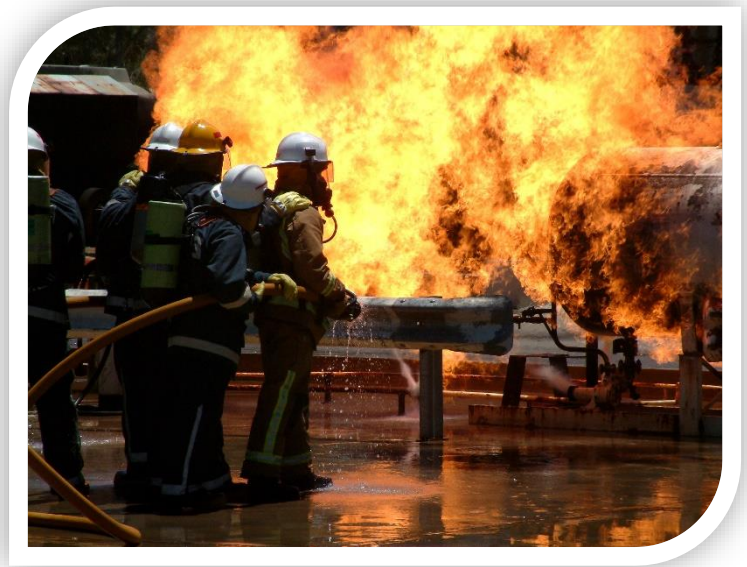
The appropriate factor to consider in determining whether a person is liable for any gas accident or gas accident that occurred on a private property is the level of negligence on the part of the person in question. Therefore, it is possible for such person be held liable for neglects or other substandard maintenance that resulted in the accident. The standard of care for negligence is typically 'reasonableness'. Like medical and legal malpractice – it's not simply a bad outcome.

For a claim of negligence to succeed the following must be established. First, there was a duty to protect the injured party. Second, there was a breach of the duty to protect. Third, there was a causal chain between that negligence and the person alleged to be liable. Fourth, the risk that resulted in the negligence was foreseeable. Fifth, there were damages inflicted on the party in question.

According to the law firm, [Estey Bomberger](#), "Liability may be attributed to whoever is responsible for an explosion." According to [Pritzker Law Firm](#), this includes: a public or private company or entity, a propane company, a construction company, a subcontractor, a landlord or property management company, a property owner, oil rig owner, component manufacturer a maintenance or facilities director, a hospital board, a superintendent, an HOA, a project manager installation company

In the case of *Ambriz v. Petrolane Ltd.* (1957) [49 Cal. 2d 474], the Supreme Court of California affirmed the decision of a lower court finding the defendants (two corporations and an employee truck driver) liable in negligence for failing to make an inspection before filling the tank from which gas escaped into plaintiffs' cabin and caused an explosion that resulted in the injuries of the plaintiffs and the death of their children, thereby breaching the duty of care owed the plaintiffs.

What Kinds Of Negligence or Liability Are Relevant?



In cases that involve injuries from gas accident, the following can apply: negligence or gross negligence; premises, implied, and even strict liability (for product manufacturers whose products fail).

What Factors Inform Whether Inaction Was Negligent?

Unless there is a statute requiring regular gas line checks, outside utility responsibility, it will come down to the gray area of 'reasonableness' and types of negligence, which are to be determined by a judge and jury in consonance with the elements of negligence. Things that inform whether not getting a seismic or safety valve installed, or performing an inspection or maintenance check or leak detection, include:

- Whether you or others smelled a gas leak at any point;
- Whether those responsible knew or should have known about a gas leak or other issue;
- Whether others in their class (schools, building maintenance supervisors, facilities managers, superintendents, school boards) found leaks or were performing inspections;
- Whether laws or safety regulations or advisories were obeyed
- The cost of proper maintenance, in light of resources;

What Are Common Causes Of Gas Explosions?

In residences, many gas explosions are caused from water-heater thread scarring, or gas lines broken by a vehicle. In an instance like this, it would be difficult to attribute liability to anyone other than the homeowner, and in some cases homeowner's or life insurance may be appropriate.

Apart from that, recent construction work can often be a cause of a gas line accident.

[Zinda Law Group](#) practicing out of Texas, indicates, "Common causes of propane and gas explosions are improper installation techniques, lack of safety training, failure to warn and faulty installation. It is also important to realize that victims who suffer injury from an explosion may have claims against parties other than the utility supplying the gas. Construction work, for example, often leads to ruptured gas lines and deadly explosions."

Can Utility Companies Be Sued?

A utility company could be sued but would not likely be found liable unless their actions caused gas accident. Typically, their liability ends where their systems, fittings, regulators, steps and meters ends. If you own or control private property, you likely have some liability exposure.

According to [Zinda Law Group](#), a utility is responsible for the damage caused by a natural gas explosion if the utility failed to exercise due care in operations. When dealing with natural gas, due care is understood to mean a higher degree of vigilance and caution than is necessary to exercise in the ordinary affairs of life and business. Utility companies who fail to meet that standard are liable for the damages caused by their negligence. Similarly, this high duty of care is also demanded from manufacturers of propane gas tanks. These tanks are highly dangerous and capable of serious destruction. Consequently, manufacturers are expected to operate under an abundance of caution.

Can Schools Be Sued For A Gas Explosion?

In most states, including California, schools are protected from liability by a legal principle called 'sovereign immunity', meaning municipal and state/federal institutions and bodies cannot usually be sued – unless they are found to be grossly negligent or to have committed willful misconduct. It is therefore apt to say that schools can be sued. Whether or not, say, an accident stemming from a natural gas line meets this standard will depend on whether those responsible for the premises safety and maintenance knew or should have known – to a great extent – there were problems or dangers with the gas line system in question.

The law firm [Panish, Shea and Boyle](#) indicate that the California Tort Claims Act outlines the regulations for bringing a claim against a governmental body in the state: "The CTCA provides narrow circumstances in which a person can sue a school."

"In general, it prevents a party from suing for medical malpractice, premises liability accidents, motor vehicle crashes, breaches of contract, and even intentional wrongdoing."

"If a school or district was grossly negligent, this may constitute an exception to sovereign immunity and allow a party to sue. Gross negligence is carelessness to the point of consciously violating another person's safety. For example, a common type of claim against schools is negligent supervision. The CTCA may allow you to bring this type of claim if the supervisor was grossly negligent and subsequently caused harm. Under sovereign immunity rules, the courts will typically handle negligence claims against schools like premises liability claims."

What Sort of Damages Do Victims Seek?

Special damages are specific, easy to quantify expenses that arise from your injury, such as: treatment for burns or other medical procedures, lost wages while you are out of work during your recovery period, and incidental expenses arising from your injury such as transportation to and from medical clinics.

General damages can often be several times higher than special damages, and are meant compensate you for the psychological trauma you endure when you suffer a serious injury.

Will Insurance Protect Us?

Whether or not you are exposed legally for injuries that meet the standard of 'negligence', or 'gross negligence' or 'willful neglect' (for schools), will depend on the type of coverage you have.

In This Scenario – A Natural Gas Accident – What Would 'Gross Negligence' Look Like?

Gross negligence has been defined in California as either a 'want of even scant care' or 'an extreme departure from the ordinary standard of conduct.' – City of Santa Barbara v. Superior Court (2007) 41 Cal.4th 747, 754 [62 Cal.Rptr.3d 527, 161 P.3d 1095]; see also, California Civil Jury Instructions (CACI) 425. It is therefore apt to say that where the failure to maintain gas line results in injury or death as a result of 'want of even scant care' or 'an extreme departure from the ordinary standard of conduct', the person responsible for such

gross negligence would be held liable. It is important to note that there are instances when a person would be liable for gross misconduct. First, when liability is imposed by a statute only for gross negligence - Eriksson v. Nunnink (2011) 191 Cal.App.4th 826; Wood v. County of San Joaquin(2003) 111 Cal.App.4th 960. Second, where there is an assumption of risk of ordinary negligence by the plaintiff – see CACI 451, Affirmative Defense— Contractual Assumption of Risk.

How Can I Protect My Business, School, Township Or Other Organization?

While inaction may or may not be negligent, or grossly negligent, due care not only protects your organization from liability in the event of an accident, it helps prevent the accident itself. Call MBS for preventative inspection and maintenance.