

complaint

Mr R's complaint is about the handling of a claim under his central heating insurance policy with British Gas Insurance Limited. Mr R says that one of its engineers left a radiator valve open which caused a water leak and damage to his property.

background

I issued a provisional decision on this matter in August 2018, part of which is copied below:

"In November 2017, Mr R called British Gas to report that a bedroom radiator was not heating up. He said that this had started after a private contractor installed a new radiator. British Gas's final response letter to this complaint says that it was the new radiator that was fitted by the private contractor that was not heating up.

British Gas's engineer said that it was not heating up as there was insufficient pressure in the system and as this was caused by a private contractor, the work needed to rectify it was not covered under the policy. The engineer apparently demonstrated the lack of pressure by opening the valve on the radiator, to show that no water leaked.

Mr R was not happy with this. He asked the engineer to speak to his contractor but he refused. Mr R says the engineer was rude. He asked British Gas to send another engineer out for a second opinion.

British Gas sent the same engineer out the next day, which Mr R was not happy with. Mr R also says that after the engineer left, he discovered that the engineer had left the valve of the radiator open, which allowed water to leak onto the carpet. He says the carpet was damaged and needs replacing. Mr R has provided a quote of £1,000 to replace the carpet and underlay in the room.

British Gas did send another engineer out a few days later, on 7 December 2017, who also concluded that the problem with the radiator was due to the work done by the private contractor, which had left an airlock in the system and a lack of pressure in the system. British Gas didn't therefore carry out any work.

On 24 December 2017, Mr R called again to report loss of heat to the radiator. British Gas agreed to go out but could not do so until 10 January 2018 due to high demand over the Christmas period. It would prioritise customers who had no heating or hot water at all and Mr R had heat and hot water to all other rooms.

Mr R was unhappy with this delay and so British Gas offered £30.00 credit to his account to allow him to purchase a fan heater for that particular room. It appears this appointment doesn't appear to have taken place and there were no further attendances.

British Gas offered a total of £110 compensation to Mr R, consisting of:

£30.00 for the general delay and administration of the complaint

£30.00 for the missed appointment on 10 January 2018

£30.00 for the alleged rudeness of its engineer on the first visit in December 2017

£20.00 for failing to note that the first engineer was not to return to property.

This is in addition to the £30 offered for a heater.

Mr R doesn't accept this. He says that the carpet can't be cleaned as the central heating system water contains chemicals that could be harmful and won't be removed by cleaning.

One of our investigators looked into the matter. He said there was not enough evidence that the carpet needed replacing but recommended that British Gas pay the sum of £500 compensation (in addition to the £110) already offered) for the inconvenience caused and not being able to use the room. He didn't think the claim should be met.

Mr R said that he would accept that if it brought the matter to a swift conclusion. British Gas does not accept the investigator's assessment. It says that there is no evidence its engineer caused the leak particularly as there is an air lock in the system which increases the chances of a leak. It suggested compensation of £250, which would be sufficient to re-carpet a small room.

As the investigator wasn't able to resolve the complaint, it has 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.

Two engineers have diagnosed that the problem with the bedroom radiator was due to lack of pressure after it was fitted by a private plumber employed by Mr R. I've seen no evidence to contradict this. I therefore don't consider that there was any work that British Gas should have carried out under the policy. Given this, I also don't consider that it needed to re-attend for the same issue in December 2017.

There is no conclusive evidence that British Gas's engineer caused the leak. However, I agree with the investigator that it would seem likely that the engineer forgot to close the valve after opening it.

However, even if I accept that it was left open by British Gas's engineer, there is no convincing evidence that the carpet needs to be replaced. Water leaked from one radiator. The first report of this is that Mr R found the leak after the engineer left, later he explains he found it the next day. The carpet is black and the photographs provided by Mr R doesn't show any damage. Indeed he doesn't say it is stained or damaged, but that it needs replacing as he's concerned about the chemicals from the central heating water.

There's no evidence that cleaning would not be sufficient or that it would be harmful even if not cleaned. Mr R asked if we would take responsibility if his children become ill as a result of chemicals in the carpet. However, our role is to independently consider each complaint, which means we have to determine on the evidence provided to us if a financial business (in this case British Gas) has done something wrong and if so what would be required to put that right.

While Mr R feels strongly that his children could not use this room and that the carpet needs replacing there is no convincing evidence to support this. In the absence of such evidence, I don't therefore consider that there is sufficient basis to require British Gas to pay for a new carpet. I also don't agree that £500 in addition to the £110 already paid is warranted. There is no convincing evidence that the room was unusable and the carpet is not stained and not damaged (other than having had central heating water on a part of it).

Mr R wanted British Gas's engineer to discuss this diagnosis with his plumber but he didn't have to do so. There was also some delay in responding to Mr R's complaint but British Gas sent two engineers to look at Mr R's radiator and there was no work for it to do under the policy.

Having taken into account all the evidence, I consider that the additional compensation of £250 offered by British Gas to be more appropriate.

my provisional decision

I uphold this complaint and require British Gas Insurance Limited to pay an additional £250 compensation to Mr R for the distress and inconvenience caused by its handling of his claim."

responses to my provisional decision

I invited both parties to respond to my provisional decision with any further information or arguments they want considered before I issue my final decision.

British Gas has confirmed that it accepts my provisional decision.

Mr R does not accept my provisional decision and has made the following submissions:

- The radiator that leaked is not the same radiator that was replaced. The radiator that was replaced was in the basement, and the one that leaked was on the second floor. He called British Gas out because that radiator was not heating up. The failure to close the valve on the upstairs radiator is nothing to do with the radiator in the basement.
- The leak is not visible in the photographs because they were taken several months since the leak; the carpet is dark and the lighting in the room isn't very bright.
- He instead sent pictures of the leak and the water dropping from the radiator, this shows the rate at which the water was leaking over an entire night.
- He also sent a quote for the replacement of the carpet.
- On top of this, British Gas neglected to respond to his complaint for many months.

my findings

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

British Gas's claim notes stated that it was the same radiator that Mr R had replaced that was leaking and it wasn't clear in any documents presented to me that this wasn't correct. However, I don't think that this makes a difference to the outcome. The reason the upstairs radiator was failing to heat up was because there was not enough pressure in the central heating system, following another radiator being added to the system. No evidence has been presented to suggest this is not correct. Therefore I still consider that British Gas did not have to carry out any work to fix this, and that it didn't have to re-attend in December 2017.

However, British Gas did re-attend and I accepted that it was likely its engineer left the valve to the upstairs radiator open.

As stated in my provisional decision, there is no convincing evidence that the carpet needs replacing or needs cleaning. Mr R did provide a quote for a replacement but this isn't proof that it has to be replaced. Mr R's main argument for replacing the carpet is that he is worried about the chemicals that might be in the carpet but there is no convincing evidence that any chemical presence is harmful or that it can't be cleaned.

Mr R also says that British Gas delayed in responding to his complaint. I can see that it did take some time for its final response letter to be sent. However, I also see that it tried to call Mr R about the complaint and wrote to him twice to ask him to contact it to discuss the complaint but didn't hear from him, so it issued the final response based on the information it had. I am not persuaded that British Gas caused any avoidable delay in dealing with the complaint.

I remain of the opinion that an additional £250 is appropriate and that it would not be reasonable to ask British Gas to pay more than this.

my final decision

I uphold this complaint and require British Gas Insurance Limited to pay an additional £250 compensation to Mr R for the distress and inconvenience caused by its handling of his claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 24 October 2018.

Harriet McCarthy
ombudsman