

### **summary of complaint**

Mrs T is unhappy with British Gas Insurance Limited's handling of her claim for a leaking radiator.

### **background to complaint**

Mrs T holds a Homecare cover insurance policy, underwritten by British Gas.

In February 2011, Mrs T registered a claim with British Gas because of a leaking bedroom radiator.

British Gas arranged to fit a replacement radiator but Mrs T subsequently complained to British Gas, saying the new radiator had not been fitted correctly. Furthermore, Mrs T said British Gas had damaged her floorboards when fitting the new radiator.

British Gas arranged for the radiator to be repositioned but Mrs T remained unhappy with the radiator valves which had been used. As a result, Mrs T paid £160 to a private engineer to have the valves replaced.

As Mrs T was unable to resolve her complaint directly with British Gas, she brought the matter to the attention of this service for consideration.

Following our adjudicator's involvement, British Gas offered the following:

- reimbursement for the cost of having the radiator re-hung, upon submission of a quotation/invoice by Mrs T;
- reimbursement of £160 for the cost of replacing the radiator valves;
- to pay Mrs T £100 compensation for the distress and inconvenience caused;
- to send a loss adjustor to Mrs T's property to inspect the floorboards.

Mrs T did not accept British Gas' offer and maintains it was not necessary for British Gas to lift her floorboards in order to fit the new radiator. Mrs T also submits, by recommending that a powerflush be carried out, British Gas is reducing the level of cover which it is purporting to offer her.

### **my findings**

I understand Mrs T said British Gas did not hang the replacement radiator as it should have, and that old, rusty valves were fitted to the replacement radiator using sealant.

The job sheet from British Gas' attendance on 10 February 2011 states the appliance in question (the replacement radiator) is not safe and that "most" functional parts were available. This, to my mind, appears to support Mrs T's version of events.

British Gas has now offered to reimburse Mrs T for the £160 she paid to have the valves replaced privately. British Gas has also offered to reimburse Mrs T for the cost of having the radiator re-hung, on submission of an invoice or quotation confirming the relevant amount.

I consider British Gas' offer in respect of these issues to be fair in the circumstances and I do not therefore propose to comment on these points any further.

The remaining issues for my consideration therefore are:

- the damage caused to Mrs T's floorboards;
- the powerflush diagnosis made by British Gas on 1 February 2011; and
- the level of compensation for distress and inconvenience which is warranted in the circumstances.

Considering firstly the damage to Mrs T's floorboards, the terms and conditions of Mrs T's policy state:

*“Any redecoration or repair of damage that may be needed following our work is your responsibility, unless we have been negligent”.*

Mrs T says, shortly before contacting British Gas to register this claim, her carpet and underlay were removed due to water damage but the floorboards underneath were in a good condition.

Mrs T believes British Gas was negligent in damaging her property and says it was not necessary for British Gas to take up any floorboards. British Gas told us the floorboards were lifted to run pipework underneath them but Mrs T disputes this, saying the new radiator was connected to the existing pipework.

Mrs T has sent us photographs showing the screw holes which have been left in the floorboards, which she says cannot be repaired and, as a result, the floorboards require professional replacement.

Whilst I see no reason to doubt Mrs T's submissions that lifting the floorboards may not have been necessary in the circumstances, it does not automatically follow that British Gas' lifting of the floorboards was so inappropriate that no other plumber would reasonably have taken the same action.

Furthermore, although I understand British Gas made holes in the floorboard which were not present previously and Mrs T is unhappy with this, I am not persuaded this damage has materially prejudiced Mrs T or her enjoyment of her property.

I appreciate Mrs T's concerns as to what action British Gas would have taken if her flooring had been laminate. However, this service investigates individual complaints based on the circumstances as they happened and I cannot therefore comment on a hypothetical scenario.

British Gas has offered to send a loss adjustor to Mrs T's property to inspect the floorboards and assess whether they were refitted to their original position. This offer was made by British Gas when asked for its comments on the damage to Mrs T's floorboards, rather than based upon a recommendation made by our adjudicator.

British Gas' offer in respect of the loss adjustor remains open for Mrs T to accept should she wish to do so. I consider it a reasonable offer in this situation.

With regard to the powerflush diagnosis, British Gas' notes from the attendance in February 2011 show its engineer advised the system was restricted and therefore, a quotation for a powerflush was provided. I understand Mrs T is unhappy with the engineer's use of a magnet in making this diagnosis.

Mrs T's policy does not provide cover for removing sludge or hard water scale from the central heating system, or for repairing damage caused by scale, sludge or other debris where a powerflush diagnosis has previously been made.

At the moment, as I understand it, Mrs T has not had a claim under her policy rejected on the grounds that she has not had a powerflush carried out. If this situation were to arise in the future, Mrs T would have the option of bringing a new complaint to the attention of this service for consideration.

Turning to the distress and inconvenience suffered by Mrs T, British Gas has offered a payment of £100 in respect of this.

The level of compensation which this service awards for distress and inconvenience is generally modest - it is not within our remit to seek to punish or discipline businesses through our awards.

Having considered the inconvenience to Mrs T in having to arrange for British Gas to re-attend and in having to arrange for a private engineer to replace the valves and re-hang the radiator, I consider an award of £100 is not unreasonable.

As a final point, I understand Mrs T is seeking a refund of the premiums she paid for the policy, as well as for British Gas to pay for a replacement radiator of the same type as the original. However, policy premiums are not normally refundable on the basis that the policyholder is unhappy with the manner in which a claim was dealt with. British Gas is not responsible for replacing the radiator with the same type as the original. Mrs T's policy states:

“Standard replacement parts may differ from the original....unless an alternative is provided by you”.

### **my final decision**

My final decision is that British Gas Insurance Limited must do the following:

- reimburse Mrs T for the cost of having the radiator re-hung, upon submission of a quotation or invoice by Mrs T;
- reimburse Mrs T £160 paid to her private engineer to replace the radiator valves. British Gas must pay interest at 8% simple per annum on this amount from the date of payment of the invoice (4 March 2011) until the date of settlement;
- pay Mrs T £100 compensation for the distress and inconvenience caused.

I make no further award against British Gas.

Christopher Tilson  
**ombudsman**