

summary of complaint

Mr J complains about British Gas Insurance Limited's handling of his insurance claim for a problem with his hot water supply.

background to complaint

Mr J holds a policy, underwritten by British Gas.

In October 2011, British Gas attended at Mr J's property in response to a report that water was trickling through his taps. British Gas identified and cleared an airlock, temporarily resolving the fault.

British Gas engineers re-attended at Mr J's property on a number of occasions the following month because of the same problem. British Gas again cleared an airlock, before identifying that an installation problem was causing the fault to reoccur. British Gas said rectifying the installation problem was not covered under the terms and conditions of Mr J's policy and provided a quotation for the cost of installing a cylinder survey flange.

Following some confusion as to whether installing a cylinder survey flange was the appropriate course of action, British Gas changed a ball valve in Mr J's water tank. A new actuator was also fitted but the problems with Mr J's water supply continued.

In December 2011, British Gas identified that Mr J's hot water cylinder required replacement due to a build up of scale. British Gas replaced the cylinder free of charge as a gesture of goodwill, before identifying that a booster pump was required, at a cost of £322.82 to Mr J. However, British Gas said it would refund Mr J this amount if installing the pump did not resolve the problem with his hot water supply.

Mr J contacted British Gas in January 2012, shortly after the booster pump was fitted, to report that the airlocks in his water system had returned. Mr J also complained about the level of noise which was coming from the new pump.

As Mr J remained dissatisfied, he brought his complaint to the attention of this service for consideration.

British Gas sent an engineer to Mr J's property in March 2012, who placed a sheet under the pump to suppress the noise and reported that there were no other issues with the pump.

Following our involvement, British Gas offered to refund Mr J £322.82 for the cost of the pump, and to pay Mr J compensation totalling £87.07 as a gesture of goodwill.

Our adjudicator recommended that British Gas should pay Mr J additional compensation of £200 in recognition of the distress and inconvenience suffered.

As our adjudicator was unable to resolve the complaint to the satisfaction of both parties, the matter has been referred to me for final determination.

my findings

To decide what is fair and reasonable, I have looked at all the evidence and arguments we have been given about the complaint.

As I understand it, the replacement pump which was installed in January 2012 restored

Mr J's hot water supply – although this may not be a permanent solution. It is therefore clear that Mr J experienced interruption to his water supply from October 2011 until the pump was installed.

Whilst resolving a fault can often involve collective works, diagnosed through a process of elimination, it appears to me that British Gas initially provided Mr J with a wide variety of suggestions as to why his hot water supply was not functioning correctly.

Following a delay from October 2011 until December 2011, British Gas identified that a replacement hot water cylinder was required due to the presence of scale.

The terms and conditions of Mr J's policy with British Gas state that the cost of replacing a cylinder is only covered in the event of a leak. As such, the cost of replacing the cylinder was not covered under Mr J's policy but British Gas carried out this work free of charge, as a gesture of goodwill in recognition of the events which had already taken place.

I understand Mr J says his original cylinder did not require replacement. Whilst replacing the cylinder alone may not have resolved the fault, I must have regard to the fact that Mr J now has the benefit of a new cylinder which British Gas says would have cost in the region of £500.

Mr J submits that the cylinder fitted by British Gas has not been insulated and, as a result, it is costing him more to heat his water. However, British Gas says the cylinder has been pre-insulated in compliance with building regulations and that no further insulation is required. If Mr J continues to dispute this and wishes to obtain evidence from an independent engineer at his own cost in support of his submissions then he may wish to present such further evidence to British Gas for it to investigate the matter in more detail.

Following the replacement of the water cylinder, British Gas recommended that a booster pump be installed. As this was a new addition to Mr J's hot water system, the work was classified as an upgrade which is not covered under the terms and conditions of Mr J's policy. British Gas charged Mr J £322.82 for the pump to be installed.

British Gas subsequently sent two engineers to Mr J's property – in March 2012 and July 2012 – who identified that there was no fault with the pump. I understand however that Mr J remains unhappy with the level of noise coming from the pump and has been informed by a private engineer that making alterations to a pipe may remedy this problem.

As Mr J's water supply now appears to be functioning correctly, I do not consider British Gas is responsible for carrying out any further works on the pump or the hot water system under the terms and conditions of this policy. If Mr J wishes to proceed with having alterations made to pipes by a private engineer, then it will be for Mr J to bear the cost of this.

Mr J also queries whether the pump installed by British Gas was of the correct type. However, I have seen no evidence that British Gas installed an incorrect pump. In any event, British Gas has now offered to reimburse Mr J £322.82 for the money he paid to install the pump.

Turning to the compensation for distress and inconvenience which I consider is warranted in this case, I should explain that the level of award made by this service is generally modest and it is not within our remit to seek to discipline or punish a business through our recommendations.

British Gas has already offered to pay Mr J compensation of £87.07. British Gas says this offer, in conjunction with the value of work which it carried out free of charge, is sufficient to compensate Mr J for the distress and inconvenience which he suffered.

However, having had regard to the length of the delay by British Gas in restoring Mr J's hot water supply and the large number of engineers' attendances which took place, I agree with our adjudicator that an increased award of compensation is warranted in the circumstances.

I understand Mr J is seeking a payment of £500 in respect of money paid to his maid re issues with washing up in cold water. However, I do not consider it would be appropriate to hold British Gas responsible for this. I see no reason why hot water could not have been obtained for washing dishes by boiling water - although I appreciate this would have been an inconvenience in itself.

Having considered all of the circumstances of this case, I consider it would be fair and reasonable for British Gas to pay Mr J an additional £200 by way of compensation, in line with awards previously made by this service for similar instances of distress and inconvenience.

my decision

My final decision is that I uphold this complaint in part.

British Gas Insurance Limited must pay Mr J £200 compensation for the distress and inconvenience caused, in addition to the offer it has already made (to reimburse Mr J £322.82 and pay compensation of £87.07).

I make no further award against British Gas.

Christopher Tilson
ombudsman