

The complaint

Miss W complains about SSE Home Services Limited's service under her boiler insurance cover.

What happened

Miss W had boiler insurance cover administered by SSE. In November 2019 Miss W contacted SSE to report that her boiler wasn't providing central heating. SSE's engineer attended and found the boiler had a faulty gas valve but as the part was no longer available Miss W needed a new boiler.

Miss W's complaint is that when an independent engineer looked at her boiler he told her SSE's engineer had left the boiler turned on which was dangerous. She wants SSE to pay her compensation for the risk it put her in and SSE to tell her what went wrong with the engineer's work.

SSE said it had spoken to its engineer and he said he'd made the boiler safe, which the engineer's paperwork at the time confirmed.

Our investigator said there wasn't enough evidence that SSE's engineer had left the boiler unsafe. He explained to Miss W that even if the boiler had been unsafe our service wouldn't award compensation for something that could have, but didn't, happen. Our investigator also noted that SSE had reimbursed Miss W with the cost of a temporary heater as she'd mentioned she hadn't received the money.

Miss W disagrees and wants an ombudsman's decision. She said her main concern was the boiler had been left unsafe by SSE's engineer, not any other matters. She also said she'd got a letter from SSE upholding her complaint. She sent the letter to us which I'll detail in my findings below.

What I've decided – and why

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

I don't uphold this complaint. I'll explain why.

The letter from SSE that Miss W sent us doesn't say it upholds her complaint. The letter says SSE will look into her complaint. I've seen no evidence that SSE has accepted its engineer left Miss W's boiler unsafe.

There is conflicting evidence about how SSE's engineer left the boiler. Miss W sent us a letter from an independent engineer who saw the boiler which says:

"SSE had been out and left the boiler at risk due to the non operation. I can confirm that the boiler was not isolated, the gas was not switched off or the electricity isolated. This could

potentially have caused an issue due to the age of the appliance and the age of the gas valve component."

So the independent engineer says SSE's engineer left the boiler unsafe.

But when Miss W complained to SSE it spoke to its engineer who attended the boiler. SSE's records show the engineer said he'd isolated the power and left the boiler in a safe condition. SSE's engineer's comments are supported by the paperwork he completed on the date he attended which says the boiler had been turned off and a warning label attached. So that evidence says SSE's engineer didn't leave the boiler unsafe.

Given the conflicting evidence I've not able to say, even on the balance of probability, that SSE's engineer left the boiler unsafe.

Miss W has asked for compensation from SSE as she understood it put her at risk. Our investigator correctly explained that I make compensation awards on the basis of what actually happened, not what might have happened. Even if I was satisfied that SSE's engineer had left the boiler unsafe the independent engineer would have turned off the boiler immediately. So Miss W would have been aware of the situation for a very short time and there would have been minimal distress and/or inconvenience for her.

Miss W has told us her main concern was about the boiler. But she has mentioned two other matters which I'll address for completeness.

The evidence is that SSE did pay £19.99 for the cost of a temporary heater to Miss W within a reasonable timescale.

Miss W says she was sent a bill by a SSE related business even though they told her she'd nothing to pay and then told her to ignore the bill as it shouldn't have been sent. It's not clear what the bill related to. But if Miss W wants to complain about that matter she'll first need to complain to the relevant business. If agreement can't be reached then depending on the details she can make a separate complaint to us or the appropriate ombudsman service about that matter.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 15 May 2020.

Nicola Sisk
Ombudsman