

The complaint

Ms S is unhappy that British Gas Services Limited didn't properly advise her about the condition of her boiler under her home emergency policy.

What happened

Ms S had a HomeCare policy with British Gas, which included an annual service. British Gas serviced the boiler in 2019. A few months later, Ms S had an issue with the boiler, so British Gas sent an engineer to look at it. The engineer condemned the boiler. Ms S got a second opinion from an independent engineer, who said that the boiler had serious corrosion and this would have been apparent when the boiler was serviced earlier in the year.

Ms S contacted British Gas to complain. British Gas offered her £400 as a gesture of goodwill. However, British Gas then withdrew the offer and told her it had made a mistake when it offered her the money as it hadn't completed its investigation at that time. It said it was correct not to make a gesture of goodwill as its investigation now showed that it hadn't done anything wrong.

Ms S complained to this service. Our investigator upheld the complaint. She said that British Gas didn't properly inform Ms S that she needed a new boiler when it was serviced in 2019. She said British Gas should pay Ms S £200 in compensation for the distress and inconvenience.

As British Gas didn't agree, the complaint has been referred to me.

I issued my provisional decision on 8 September 2020. In my provisional decision, I explained the reasons why I was planning to uphold the complaint. I said:

"I've read the information that Ms S was given at the boiler service. This showed that the boiler was found to be operating safely. However, 'No' was ticked for "*Functional parts all available*" and a tick was made in the box labelled '*Advice*' in relation to this, which I take to mean that the engineer was confirming that advice had been given to Ms S. Under the Annual Service section it said "4" and then either "N/A" or "NIA" and "*Checked Boiler and operation*".

British Gas' internal record of the visit said "*Code 3 Code 4 checked boiler/ system. No FV has been done/ been on HC for 12 months so changed to update*". British Gas explained to our investigator that 'Code 3' meant "*Your customer accepted your advice on upgrading their boiler and agreed to a free no obligation quote. You have provided evidence of your advice, which will help in the event of customer feedback, queries or a complaint*". 'Code 4' meant the same, but that the customer had agreed for the work to be completed.

Thinking about this, I note though that the engineer said that the boiler was operating safely. The issue at the time of the service seems to have been that there was a potential problem with obtaining parts for it in future. But, I don't think it is clear that Ms S was told this or what she should do as a result. I also don't think the engineer followed British Gas' requirement to provide evidence of the advice given.

So, I need to think about what difference this made. The issue identified at the service wasn't a safety issue and the boiler was working when the engineer left. What British Gas should have highlighted was the potential issue with getting parts in future, but this didn't mean that Ms S was required to get a new boiler at that time, even if British Gas recommended this.

A few months later, Ms S's boiler was condemned. British Gas' paperwork gave the reason as "*case not sealed*". Ms S said that an independent engineer she then contacted told her that the boiler needed to be condemned due to a high level of corrosion, which would have been there when the boiler was serviced. Ms S told this service that another company told her that the boiler didn't need to be condemned at all.

Given that British Gas and an independent engineer appointed by Ms S didn't find a level of corrosion that meant the boiler needed to be condemned, I don't think there is sufficient evidence to show that this was an issue that should have been identified when British Gas carried out the service.

From what I can see, the only connection between the boiler service and what happened later in the year was that if Ms S had been clearly advised that there was a possible issue with getting parts, she might have installed a new boiler earlier, in which case the old boiler wouldn't have been condemned later in the year. The boiler was condemned by British Gas because of an issue with the seal, but there was no safety issue identified during the service and I haven't seen evidence that shows that a safety issue was missed.

It seems that British Gas did try and contact Ms S about a new boiler following the service. However, due to the lack of clear advice, I can see that Ms S might have just seen them as uninvited sales calls, so I can understand why she might not have followed up on this at the time.

I'm aware that Ms S is also unhappy that British Gas offered her £400 as a gesture of goodwill and then withdrew the offer. But, British Gas was entitled to withdraw its offer, as it wasn't binding. Given British Gas hadn't completed its investigation at the time of the offer, I can see why it withdrew it, although I accept that from Ms S's point of view that it wasn't very satisfactory.

So, thinking about all of the above, I'm currently minded to uphold this complaint because I don't think that British Gas gave Ms S clear advice at the boiler service. As a result, she wasn't aware that it was recommended that she get a new boiler and would have been unclear why British Gas then contacted her about buying a new one. Had Ms S been in a more informed position, she might have replaced her boiler earlier, which then would have meant it wasn't condemned later in the year. But I can't say with any certainty that would have happened. Nonetheless, I currently think British Gas should pay £100 compensation because of the distress and inconvenience caused to Ms S by its lack of clear advice."

I asked both parties to send me any more information or evidence they wanted me to look at by 8 October 2020.

Ms S accepted my findings.

British Gas didn't respond.

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.

Having done so, I've decided to uphold this complaint in line with my provisional decision and for the reasons that I previously gave.

Putting things right

British Gas must pay Ms S £100 compensation because of the distress and inconvenience caused to Ms S by its lack of clear advice.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld and I require British Gas Services Limited to pay Ms S £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 12 November 2020.

Louise O'Sullivan
Ombudsman