

## **The complaint**

Mr M complains that British Gas Insurance Limited (BG) misdiagnosed issues with his boiler which resulted in him carrying out unnecessary work, under his home emergency policy.

## **What happened**

Mr M contacted BG as he was experiencing problems with his boiler. BG sent an engineer who inspected the boiler and diagnosed that there was a leak in the system. Mr M told the engineer that he had recently replaced some radiators in his home. The engineer said that the leak was probably due to the third-party's work and advised Mr M to contact that engineer. He also said that BG wouldn't be responsible for repairing the leak.

Mr M contacted the third-party engineer who had installed the radiators and he checked the pipework. He couldn't find an issue with this, but further investigations attempting to locate the leak, meant that new pipework had to be installed. As a result, Mr M had to replace carpets, re-decorate and experienced disruption. Mr M said that he had to pay £3849.29 for the work that was carried out.

Unfortunately this didn't resolve the leak. So the third-party engineer inspected the boiler to find that the problem was there all along. Mr M contacted BG and it sent out another engineer who inspected the boiler and found that the heat exchanger was faulty and required replacing. This was replaced and it resolved the issue.

Mr M complained to BG that the misdiagnosis by the first engineer resulted in him carrying out unnecessary work at a great expense. BG offered a £50 goodwill gesture as it recognised that it could have done more. Mr M wasn't happy with this outcome and referred a complaint to this service.

One of our investigators considered the complaint and thought that it should be upheld. He concluded that BG hadn't treated Mr M fairly. He said that its engineer had misdiagnosed the issue with the boiler and as a result, Mr M had to carry out unnecessary work at his own expense. For this, he said that BG ought to put matters right by reimbursing Mr M for his costs on production of the invoices. He also thought it should pay Mr M compensation of £100 for the trouble and upset it had caused.

BG didn't agree with our investigator as it said that whilst there was an element of misdiagnosis from the first engineer, Mr M's third-party engineer had also misdiagnosed the fault, but had gone on to carry out work that wasn't needed and BG couldn't be held responsible for this. So, it asked for a decision from an ombudsman.

## **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 will uphold this complaint and I'll explain why I've reached this decision.

Mr M had a policy which included an annual service and unlimited repairs of his boiler if there was a problem with it. The main issues for me to consider are whether BG failed to correctly diagnose the issue with Mr M's boiler and if it did, whether it is responsible for the consequential losses that he incurred.

BG disputes that its engineer advised Mr M that there was no issue with his boiler and that the likely source of the leak was in the pipework. Mr M's recollection is that when the first BG engineer attended, he inspected the boiler and told Mr M that there wasn't an issue with the boiler. Mr M said that he informed him that he had recently installed some radiators. And it was at this point that the BG engineer advised him that the issue must've been as a result of the installation, and that BG wouldn't be responsible for repairing the leak.

Mr M said that because of the advice given from the BG engineer, he contacted the third-party engineer to check the installation. He ultimately found the issue to be the boiler but only after he had re-run the pipe work.

BG has said that it should not be held liable for the costs that Mr M incurred as a result of getting the third -party engineer to investigate the leak. That's because it considers that engineer ought to have found the fault with the boiler much sooner and before he re-ran the pipework. But, I don't think that this is fair or reasonable as Mr M's decision to contact the third-party engineer was most likely made following the advice given from the BG engineer. And the investigations carried out by the engineer, were based on Mr M having been told that there was no issue with the boiler.

I think that this is further supported by the internal note from the BG engineer that mentioned that he had told Mr M to contact them if the third-party engineer hadn't located the leak. So I am satisfied that Mr M followed the advice given by the BG engineer.

Also, having reviewed the internal emails from BG, I think that it accepted that the first engineer had failed to carry out basic checks on the boiler during the inspection of it:

*'.... We have clearly not satisfied our contract with the customer and I feel shirked responsibility by not doing the basic checks before advising the customer to get his contractor back, had we done this then no damage to carpets would have happened and pipes would not have been boxed in and so we need to have some accountability here'.*

So, I think that but for the advice given to Mr M from the BG engineer, it's most likely that, he wouldn't have carried out the work. I also think this shows that BG were aware of the failure of its engineer to carry out the basic checks, which meant that Mr M proceeded with unnecessary work. So I am satisfied that BG ought to put matters right.

I understand that BG had offered £50 as a goodwill gesture, as recognition that it ought to have done more. But as I have said, had its engineer correctly diagnosed the issue with the boiler, then I think it's most likely Mr M wouldn't have had to have the work done.

## **Putting things right**

Based on the evidence I've seen, I think it's reasonable for BG to put Mr M back into the position that he would've been in - had its engineer correctly diagnosed the problem with his boiler. So I'm persuaded it is fair for BG to reimburse Mr M the costs he incurred for the work that was carried out, on receipt of invoices showing these costs.

I have next considered whether BG ought to pay compensation for the trouble and upset caused given the disruption that Mr M experienced. Mr M describes experiencing a level of disruption and upheaval due to the work that was done. He also had to replace carpet. I appreciate that this would've caused inconvenience as a result. And I think that an award recognising the distress and inconvenience caused is warranted. So I think that £100 is a fair and reasonable level of compensation, in the circumstances.

### **My final decision**

My final decision is that I uphold the complaint, for the reasons given above.

To put matters right, I direct British Gas Insurance Limited to pay Mr M £3849.29, on receipt of invoices.

British Gas Insurance Limited should also pay £100 compensation for the distress and inconvenience caused.

British Gas Insurance Limited must pay the invoice fees and compensation within 28 days of the date on which we tell it Mr M accepts my final decision. If it pays later than this it must also pay interest on them from the date of my final decision to the date of payment at 8% a year simple.

If HM Revenue & Customs requires British Gas Insurance Limited to deduct tax from the interest payment referred above, British Gas Insurance Limited must give Mr M a certificate showing how much tax they deduct if he asks them for one.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 16 February 2021.

Ayisha Savage  
**Ombudsman**