

The complaint

Ms R on behalf of Mr W has complained about a boiler service undertaken by British Gas Insurance Limited (BG) that they believe led to a risk from carbon monoxide.

I've previously issued a provisional decision in this case and have received comments from both Mr W and from BG which I've taken into account and will refer to below.

What happened

Mr W has a HomeCare policy with BG. Ms R is his partner. A BG engineer attended their home on 8 September 2020 to undertake the annual boiler service. Ms R was concerned that he arrived without any PPE, and she had to ask him to put on a mask

That evening, whilst Mr W was showering, the carbon monoxide alarm went off. Ms R says this had never happened before and they suspected that it must be connected with the engineer's visit. Ms R says that when Mr W went to investigate he felt quite light headed.

Ms R phoned BG who advised her to open windows and doors and not to put their two-year-old child to bed. Ms R, who was pregnant at the time, left the house for safety reasons until an engineer from National Grid arrived two hours later. He was unable to detect any trace of carbon monoxide, but the windows had been open for two hours. He turned off the gas supply and said they should contact BG the following morning.

The following morning Ms R phoned BG and was told that two engineers would come later that morning. BG then phoned back to say that this was an error and that a single engineer would come later that day. When he arrived, also without PPE, Ms R says he told her that he knew the engineer who'd attended the previous day, and that the CO alarm going off was nothing to do with the boiler and must be a fault with the CO alarm.

Ms R was concerned that this engineer might be covering up a potentially fatal error by his colleague. Ms R says the engineer was present for some time, and got some parts from his van. He told Ms R that he'd "changed something on the tap" but wouldn't provide her with any paperwork detailing work done.

Ms R complains that the engineers made her feel uncomfortable in her own home because of the lack of PPE, that her family's lives were put at risk, and their concerns hadn't been taken seriously by BG.

BG has said in response that at the time PPE wasn't required, Ms R stayed in another room and wasn't near the engineer, never mentioned being pregnant, and social distance was maintained at all times. To check the radiators the engineer went out of the back door, around the house, and back in the front door to check upstairs. It says he never went into the room Ms R was in. It says the engineers followed all business and government guidelines regarding Covid-19.

Ms R has also complained that after she raised her complaint with BG, she received an acknowledgment on 16 September, but as at 13 November had heard nothing more from

BG. She feels that BG doesn't care and is aggrieved that they'd BG paid £60 for the service as well as ongoing premiums for their Homecare policy. BG has offered £30 as a gesture of goodwill for not contacting Ms R to discuss the concerns she raised.

Mr W, through Ms R, wasn't satisfied with BG's response to his complaint and so brought it to this service.

Our investigator's view was that on the balance of probability Mr W's CO alarm was faulty and there was no carbon monoxide leak for which BG might've been responsible.

Mr W didn't agree with our investigator's view and asked that his complaint be referred to an ombudsman. It's therefore been referred to me for a final decision.

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'm going to uphold Mr W's complaint and I'll give my reasons.

I can appreciate the concern that Ms R and Mr W would've had on the evening of 8 September when the CO alarm went off, and particularly because they had a young child in the house, and Ms R was pregnant. Fortunately, National Grid was able to address the immediate concern within two hours by turning off the gas, and was unable to detect any trace of CO in the house.

I think it's understandable that Mr W and Ms R suspected a connection between the alarm going off, which they say it had never previously done, and the BG engineer's visit earlier that day. I've looked at BG's records for the first engineer's visit on 8 September. This record states *"Code5 Fitted flue bracket so not at risk"*.

According to Ms R, the second BG engineer, who attended the following day, told her initially that he hadn't done anything to the boiler, but Ms R says she challenged this as he'd had to get parts from his van. She says his response was that he'd "changed something on the tap as there was something leaking". He wouldn't provide her with any paperwork for the work he'd done.

I asked BG for any comments it had about the work the first engineer had recorded. I also asked it to confirm any work its second engineer had done to the boiler, and for any evidence it had to support its response. Its response was: *"I have no concerns at all, I have spoken to the engineer and he said he doesn't remember fitting any parts. The engineer fitted a bracket to remove the at risk. I have checked the parts box and there is no comment in there"*.

I didn't consider that this response provided any clarification.

In response to my provisional decision, BG provided further information. It stated that the engineer who conducted the annual service on 8 September fitted a new pressure switch, re-pressurised the expansion vessel and installed a flue bracket. BG also explained that when National Grid attended, (following the CO alarm going off and Mr W feeling light headed) it found nothing dangerous from the boiler but recommended a repair engineer be called in case there were any underlying problem. It says that its engineer who attended on 9 September completed a full integrity check, and that no parts were installed or fitted This is inconsistent with Ms R's report of what he told her. It went on to say that this engineer did go

to his van to collect a new carbon monoxide detector, having previously said that its engineer didn't remember fitting any parts.

Having considered its response, I remain of the view that it's more likely than not that BG was at fault here. Whilst it's possible that Mr W's CO detector was faulty, the fact that the alarm going off coincided with Mr W feeling light headed and the fact that a BG engineer had worked on the boiler earlier that day leads me to conclude that the alarm was probably not to blame. In addition, I consider that BG's explanations as to what its engineers did are unclear.

BG did explain that its engineers are not currently providing paper documentation because of current risks of Covid-19 transmission, so the failure to provide any paperwork to Mr W was not an attempt to avoid admission of any fault or error.

BG in its response did acknowledge that the whole situation could've caused a great deal of stress, especially with the added Covid pressures and it didn't get back to Mr W as quickly and efficiently as it should've done. It offered Mr W a further £30.00 compensation on top of the £30.00 it had already offered.

In response to my provisional decision, Mr W has said that the compensation I proposed to award was insufficient, and that what would be appropriate is compensation equivalent to one year's premium.

Having taken into account the responses to my provisional decision, I remain of the view that it's beyond coincidence that Mr W's CO alarm went off the same day that BG did a boiler service. Ms R says it had never gone off before. Mr W was said to have felt light headed. BG's record sheet shows that the engineer who attended to conduct the service had worked on the flue, and the next day the second engineer was noticed getting some parts from his van and told Ms R he fitted something. I think Ms R would've been likely to have remembered if this had been a new CO detector.

I remain of the opinion that it's more likely than not that something the first engineer did, or failed to do, caused a leak that was responsible for the CO alarm going off and for Mr W feeling light headed, and that the second engineer did something to fix this.

I accept that this experience was very upsetting for Ms R and Mr W. They would've been concerned for their own health, and in particular for the health of their young child. In these circumstances I feel that some compensation would be appropriate.

I explained in my provisional decision how this services approaches awards of compensation. Having taken into consideration the responses received from Mr W and BG, I remain of the view that compensation of £100 in addition to the £30 already offered by BG is fair and reasonable. I don't consider that less is justified as my view is that BG was at fault, and that this caused understandable upset to Mr W and Ms R. And I don't consider that more is justified because the cause of the upset was dealt with promptly. The risk that they faced was addressed as soon as their gas supply was turned off by National Grid. They then would have had some minor inconvenience in being without a gas supply until it was turned back on again the next day.

I don't consider it appropriate to require BG to reimburse one year's premiums as Mr W has suggested, as in my view this would go beyond compensating for upset and would in effect be imposing a financial penalty on BG.

I've also taken into account that Ms R experienced upset by the engineers' lack of PPE and apparent disregard for Covid-19 precautionary measures. However from BG's explanation, its engineers maintained their distance from Ms R and her child.

For these reasons, and taking into account that BG has already offered £30 compensation, I consider that an award of a further £100 is fair and reasonable which covers the cost of the service visit and provides some further compensation for upset.

My final decision

For the reasons I've given above, I'm upholding Mr W's complaint and I require British Gas Insurance Limited to pay him £100 compensation and to pay him the £30 its previously offered if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 19 May 2021.

Nigel Bremner
Ombudsman