

The complaint

Miss D's complaint is about the service provided by British Gas Insurance Limited in relation to her central heating insurance policy.

What happened

I issued a provisional decision on this matter earlier in April 2021, part of which is copied below:

"The policy includes an annual service of the boiler. British Gas carried out an annual service on Miss D's boiler in October 2019. She then applied for cover with another provider after her policy with British Gas ended in November 2019. The new provider carried out a check on Miss D's boiler and heating system before it would confirm cover. Having done so, it reported to Miss D that the gas emissions readings were unacceptable, which meant the boiler was unsafe and needed to be switched off.

Miss D contacted British Gas and it sent an engineer out the next day. He said the boiler was safe and there were no issues with it. Miss D then arranged for the engineer to speak with the new provider about its findings. The new provider apparently told the engineer it was probably a faulty gas valve. British Gas's engineer replaced the valve but there was still a problem, so he spoke with the manufacturer. It apparently told him that the problem was therefore the heat exchanger. The heat exchanger was out of stock, so British Gas suggested the boiler manufacturer would be able to complete the repair quicker (as the boiler was still under warranty). British Gas says its engineer spent some considerable time on the phone arranging for the manufacturer to visit. He then classified the boiler as 'at risk', turned it off and placed a warning label on it.

Two days later an engineer from the boiler manufacturer arrived to complete the repairs. Miss D says he told her he was shocked at the way the boiler had been left by British Gas and also that the new gas valve hadn't been fitted properly. Miss D also says the readings the boiler manufacturer's engineer took were so high they damaged his machine, and he said that had the boiler been used it would've had serious consequences for Miss D and her daughter.

Miss D is very unhappy about this issue not being spotted either during the annual service, or by the engineer that came out afterwards. She says British Gas left her at risk as a result. Miss D wants a new boiler and three years' premiums refunded as compensation because British Gas didn't complete the repair, the manufacturer did.

British Gas does not accept it has done anything wrong. It says it replaced the gas valve but the boiler still wasn't "*fully operational*" so needed a new heat exchanger. Its engineer followed the correct safety procedures, labelled the appliance and left paperwork to reflect this decision. British Gas also says it would not have been possible for the manufacturer's engineer to take gas emission readings when it went out, given the heat exchanger wasn't working and it can't comment on the readings taken by the new insurance provider, as it is unsure of its procedures.

One of our investigators looked into the matter. He did not recommend the complaint be upheld, as he didn't think there was enough evidence that British Gas had acted wrongly.

Miss D doesn't accept the investigator's assessment. She provided an email from the other insurance provider, which confirms it considered the boiler to be 'at risk;' when it attended and inspected it. Miss D also provided a photo of the 'at risk' notice left by the new provider dated 31 October 2019. She says she had taken this off, so the British Gas could work on the boiler.

British Gas provided a response from its engineer to this. He said that on attending, Miss D lied to him and said the call out was because her son could smell possible gas near the flue. The boiler was on and there was no 'at risk' notice on it. He tested everything, stripped the boiler and everything was fine. Miss D then told him that another engineer had been working on the boiler the day before and *"I did more test after speaking to the 3rd party. I found that the readings produced by the boiler on a specific setting were not correct. I contacted the manufacturer and replaced the gas valve. The readings were still not correct. So I arranged for the manufacturer to visit as the boiler was still under warranty. I classed the boiler as At Risk and advised the customer not to use it."*

He also provided further follow-up comments:

"The boiler had not been switched off by the 3rd party who had worked on the boiler. One of our engineers had serviced the boiler about 2 weeks previously and I could see his test results recorded on the computer. I did all the necessary tests that would be required as per what the customer had told me. If the customer had informed me that a 3rd party had been tampering and altering settings on her boiler I would have automatically done further examination. I am unsure why the customers recollection of the events differs and to what end."

British Gas says the engineer was "working blind" as the only information Miss D provided was that her son said there was a strange smell outside near the flue and when he spoke to the third party engineer, they told its engineer that there was an issue with the boiler, but nothing more. It was only at this point that Miss D showed its engineer the third party paperwork. This paperwork didn't show that they had placed an 'at risk' notice on the boiler, or that they turned the boiler off.

The investigator didn't think any of this new information changed the outcome of the complaint. As he was unable to resolve the complaint, it has been passed to me.

What I've provisionally 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.

The new insurance provider that inspected the boiler found it was 'at risk'. Miss D has provided a copy of the safety warning notice it attached to her boiler, dated 31 October 2019. They have also said:

"the fault we found was when we tested the boiler as per the manufacturer instructions the low gas readings were unacceptable, British Gas do not do this check was his reply but he agreed he would sort the problem. He attempted to repair the boiler but still the fault was there. He arranged for the manufacturer to attend who did repair the boiler and then took you onto our contract".

British Gas told us it could not comment on another provider's gas readings as it does not

know its procedures. I am not convinced this is a reasonable response on this point. I would expect similar tests to be carried out by qualified gas engineers when testing the safety of a gas appliance and that they would be able to interpret another gas engineer's findings.

British Gas also said that the flue readings (which it takes as part of its normal safety check) could still register as acceptable, even if there was a problem with the gas valve and unacceptable readings there, so it didn't do anything wrong. The investigator accepted this. However, the new provider carried out a test on a part of the boiler which it says is a routine test of the safety of the boiler, in accordance with the manufacturer's instructions and the results of which meant it was unsafe to operate the boiler. I have seen no proper explanation as to why the same test of the same parts was not done by British Gas.

British Gas also says it was not at fault for not identifying this issue as it was "*working blind*" and blames Miss D, and the new provider, for not telling its engineer exactly what the fault was. I am not clear why an expert gas engineer from British Gas would need to be told what the issue was by a householder and could not find it himself. This was not an intermittent fault but an issue with gas emissions that meant the boiler was unsafe to operate.

Its engineer also seeks to cast doubt on Miss D's credibility, as he says the boiler was on and there was no 'at risk' notice when he first attended, and she didn't tell him about the previous findings. Miss D says she removed the notice so British Gas's engineer could access the boiler. Even if Miss D did say there was a gas smell from the flue and removed the notice (perhaps as a test to see if British Gas's engineer could identify the problem given that the boiler had been recently serviced and the issue not picked up) I do not think this negates British Gas's responsibility to competently identify safety issues and faults with the boiler. As said above, I have not seen any proper explanation as to why the gas valve would not be tested as part of British Gas's annual service of the boiler.

In addition, British Gas's engineer spoke to the new insurance provider and still wasn't able to find the cause of the fault. Again, British Gas seeks to blame the new insurance provider for not telling it clearly enough what and where the problem was; and suggested the boiler had been tampered with [and they had altered] the boiler settings and thereby caused the problem. I do not find this response persuasive.

British Gas told Miss D twice that the boiler was working properly and was safe to operate. It then apparently subsequently determined that it was in fact not safe to operate and the gas valve and heat exchanger needed replacing, having spoken to the new insurance provider's engineers. This is difficult to reconcile. British Gas has not explained how it went from being satisfied everything with the boiler was working fine, to then needing a new gas valve and heat exchanger and being unsafe.

I am not therefore persuaded that British Gas did nothing wrong. I think there are concerns that it carried out an annual service of the boiler (which would normally require a check of the boiler in line with manufacturer's instructions as the new provider said it did) and did not identify the issue which rendered the boiler unsafe to use; and this was then compounded by another engineer also failing to identify the same issue.

I therefore have to consider what is required to put this right for Miss D. The boiler was repaired, albeit by the manufacturer under warranty. Though Miss D is concerned that she could potentially have been left at risk, fortunately this was not the case. However, I accept this would have caused her unnecessary worry and she had to accommodate additional engineer visits in order to repair the boiler. Miss D had taken this cover with British Gas in order to keep her boiler working safely and she should not have been put in this position. Overall, I consider the sum of £200 to be appropriate.

My provisional decision

I intend to uphold this complaint against British Gas Insurance Limited and require it to pay Miss D the sum of £200 compensation for the distress and inconvenience caused by its handling of this matter.”

Responses to my provisional decision

I invited both parties to respond to my provisional decision with any further information they want considered.

Miss D has confirmed she accepts my provisional decision. She is shocked that British Gas still won't accept it did anything wrong. Miss D says again that the boiler was switched off when British Gas's engineer attended (and she was using fan heaters to heat her home); he said the boiler was safe, turned it back on and went to leave her property. She had to run after him and get him to speak to the new insurance provider's engineer.

British Gas has also confirmed it has received my provisional decision. It says it stands by its position but confirms it agrees to pay the compensation I provisionally proposed, as it accepts the matter caused Miss D worry.

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.

As neither party has provided any further information or arguments, I see no reason to change my provisional findings. I remain of the opinion that British Gas failed to identify an issue with the boiler during the annual service and a later attendance and that it should pay Miss D compensation for the trouble this caused her.

My final decision

I uphold this complaint against British Gas Insurance Limited and require it to pay Miss D the sum of £200 compensation for the distress and inconvenience caused by its handling of this matter.

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

Harriet McCarthy
Ombudsman