

The complaint

Mr A complains about British Gas Insurance Limited's handling of a claim about his boiler under his home emergency policy.

What happened

Mr A has an annual service provided under the terms of his home emergency plan with British Gas. He says the policy has been in place for many years. Due to the pandemic a service wasn't possible in 2020. He arranged for an appointment for this to take place in April 2021 but the engineer didn't attend, and no warning was given. A later appointment was then agreed which took place in June.

In June 2021 the engineer reported the boiler as, "*immediately dangerous*" and it was condemned. Mr A says parts of the boiler were heavily corroded and had been left in this state due to poor workmanship from previous services carried out by British Gas. A further engineer appointment was made for later the same day. This was to identify if a repair was possible. The engineer didn't turn up. Mr A says he then contacted a local engineer who fitted a new boiler within a few days.

Mr A wants British Gas to contribute to the cost of the new boiler due to its negligence when carrying out previous services. He also wants compensation for the distress and inconvenience caused by the lack of heating and hot water. And for the potential risk posed by fumes from the faulty boiler, which should have been identified earlier.

British Gas acknowledged the missed appointments and offered £60 compensation. It added a further goodwill payment for £75 in relation to the distress and inconvenience Mr A experienced. The business says its engineer removed the "*flue sample point*" to take a reading as part of the inspection. He found this was "*threaded*" and couldn't be wound back into position. This meant fumes could escape from the boiler, which is why it was condemned.

British Gas didn't think the issue with the flue sample point was apparent prior to its engineer attending. It says this is something checked at each service. It says the last time it took a reading was around two years prior to this visit. The business says the boiler was 20+ years old and this is something that can happen due to wear and tear over time. It says the flue sample point was safely in position up until it was removed during the last service as part of its checks.

Mr A disagreed and referred his complaint to our service. Our investigator upheld his complaint. He thought Mr A's testimony was persuasive in indicating the flue point hadn't been tested for some time during annual services. He thought the compensation offered for the missed appointments was fair. But thought a further £100 was needed for British Gas's failure to identify a problem with the flue sample point during an earlier annual service.

British Gas disagreed with this outcome and asked for an ombudsman to review the complaint. It has been passed to me to decide.

I issued a provisional decision in January 2022 explaining that I was intending to not uphold Mr A's complaint. Here's what I said:

provisional findings

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 don't intend to uphold this complaint. I expect this will be a disappointment to Mr A but I will explain why I think my decision is fair.

Mr A explains that two appointments were agreed and not attended by British Gas engineers. This is not in dispute. The first appointment was arranged to take place in April 2021 for the annual service. And then one in June that immediately followed the boiler being condemned. From the information provided no contact was made by British Gas to tell Mr A the engineers couldn't attend.

Mr A arranged to be at home to allow access for the engineers. This caused him inconvenience. In the circumstances described I think the £135 compensation offered by British Gas was fair to acknowledge the poor service.

I have thought about Mr A's view that British Gas should have identified a fault with his boiler earlier, had the flue sample point been inspected. I'm not an engineer and must rely on the expert opinion provided. I have read the handwritten report completed by the engineer when the boiler was condemned. This says:

"Flue sample point threaded unable to reconnect sample point."

A more detailed report from the same visit, including photos of the boiler has also been supplied. This confirms the same information that the sample point was "threaded" and that it couldn't go back on.

I acknowledge Mr A's comments that the engineer told him the flue sample point was corroded and had been left in that state for several years. Also, that "if it wasn't for him doing his job properly this time, poisonous gases could easily have leaked out into our home". I don't dispute Mr A's recollection of what the engineer said. But this isn't reflected in his report. British Gas says it spoke to the engineer who says he didn't say the issue with the sample flue point should've been picked up at an earlier visit.

I understand from the information British Gas has supplied that an inspection of the flue sample point is conducted during each service. It maintains the boiler was safe until the flue sample point was removed. It's because it couldn't be put back in place that there was a problem. Prior to this the flue sample point was in place and the boiler was in a safe state.

British Gas says its engineers have their own ladders and equipment, which they are encouraged to use, as it can ensure the safety of this equipment. Mr A says he supplied a ladder at the engineer's request to gain access to the flue sample point. I don't dispute Mr A's account of these events. But I don't think this reasonably shows that the flue sample point wasn't inspected during previous visits that took place over the years.

In summary, based on the evidence provided I don't think Mr A has shown that British Gas failed to report a problem with the flue sample point that could reasonably have been identified earlier. Or that it was at fault when the damaged part couldn't be put back in place. I think the businesses view is persuasive that it's the age of the boiler that is the underlying cause of this problem, and that the flue sample point had deteriorated over time.

Having considered all of this I don't think British Gas treated Mr A unfairly with regards to the work it carried out under his policy. I do think it treated him unfairly when its engineers failed to attend appointments. But its offer of £135 compensation was reasonable. It should ensure this is paid to Mr A if it hasn't already. Because of this I can't fairly ask the business to do anymore to resolve this complaint.

I said I was intending to not uphold this complaint.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

British Gas responded to say it agrees with my provisional decision.

Mr A responded to say he had no further points to add.

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.

British Gas accepted my findings and Mr A had no further comments, so my final decision is the same as my provisional decision and for the same reasons.

In summary I thought British Gas had treated Mr A fairly when it condemned his boiler. And it had provided reasonable compensation for the missed engineer appointments.

My final decision

For the reasons I've explained above, and in my provisional decision, I don't uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 16 February 2022.

Mike Waldron
Ombudsman