

The complaint

Ms M is unhappy with U K Insurance Limited's handling of her home emergency claim which she says led to carbon monoxide (CO) poisoning.

What happened

Any reference to UKI includes its respective agents or contractors.

The background of this complaint is well known to both parties and has been detailed by our investigator previously. So, I'll summarise the key points I've focused on within my decision.

- In August 2020, Ms M had her gas meter switched.
- In mid-September Ms M felt unwell and she was seeing yellow flames on her cooker. Ms M contacted the National Grid helpline explained she had yellow flames on her cooker. It said that this could be a CO leak and advised Ms M to turn everything off and they'd get someone to attend within an hour. A gas company attended and capped off the gas. Ms M says she was admitted to hospital and had a positive blood test for CO.
- The following day Ms M reported the issue to UKI on its home emergency line to report the CO leak.
- UKI sent a contractor to investigate, he found no CO readings however, noted staining on the boiler flue that he thought was most likely thermal scorching. He recommended the flue be replaced and put warning notice on boiler and left it switched off.
- Late September, UKI arranged for the flue to be replaced. The engineer says that all relevant checks were completed in addition to reviewing CO levels and that all tests were successful.
- Not long after this Ms M was feeling unwell again and she was admitted to hospital in early October. Ms M says she was diagnosed as having CO poisoning, severe pneumonia, and severe pleurisy. And a shadow was found on one of her lungs.
- When Ms M was discharged from hospital she contacted the official list of gas engineers – I'll refer to it as company 'G'. However, before an inspector could do an inspection Ms M went to accident & emergency again she says she had a positive CO blood test and was placed on a nebuliser for several hours before being discharged.
- Ms M called the gas company and it came and capped off the gas at the meter again.
- When G inspected the property on 2 November 2020 it said the flue had been incorrectly fitted. The boiler was shut off and an at-risk notice was placed on the boiler the Inspector from G said it would contact the contractors to get it to put things right.
- UKI's contractor attended a couple of days later and disagreed with G, saying the problem was a potential blockage within the gas pipe to the cooker. So, it

disconnected the gas to the cooker and said the boiler was running correctly and removed the at-risk notice, it said there were no signs of CO in the air test point.

- Ms M was feeling unwell and arranged for G to attend again.
- G reattended the property on 6 November 2020, in summary it reiterated its finding from the earlier visit and said again the flue hadn't been fitted correctly, its test readings weren't satisfactory. It placed the boiler at risk and said the orange colouration to the gas cooker flames was caused by Ms M's nebulizer machine.
- Ms M says she was admitted to hospital again on 9 November 2020 with CO poisoning.
- Mid-November the flue on the boiler was fixed. But Ms M said she'd lost confidence with UKI's contractors and wanted the work checked by G. G was able to visit the property in early December and confirmed it was now safe to use.
- Ms M feels that if the flue issue was fixed/installed correctly, the latter three episodes of poisoning, severe pneumonia and severe pleurisy wouldn't have happened – and neither would the shadows on her lungs. Ms M also complains that UKI were aware from the outset that she suffered from asthma and a partial collapsed lung. She was shielding due to the risks of Covid-19 however, she says the engineers were careless and didn't wear appropriate PPE. She also says that one of the engineers removed all the contents from her boiler cupboard and in doing so caused damage to her fridge freezer. She went several months with no hot water, heating and at times lack of cooking facilities.
- UKI's claim management company has apologised to Ms M for the issue of the engineers not wearing PPE whilst in her property. In recognition of the lack of PPE, the original poor fitting of the flue and for the delays experienced, it awarded £250 compensation.
- Our Investigator upheld the complaint. She felt that UKI were responsible for a CO leak and that the compensation should be increased by a further £750 (£1,000 in total). She thought it was more likely than not the fridge freezer was damaged by the contractor and so UKI should pay for the quote Ms M provided it.
- UKI have said the boiler Ms M has is a room sealed appliance and there was no evidence of a CO leak from the appliance into the property. It also said if the engineer from G had found a CO leak, he would've placed the appliance as immediately dangerous and would've raised a RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations). It said it would've expected the hospital to have informed the Health and Safety Executive and raise a RIDDOR if the CO had leaked into the property. It also said there was no clear evidence as to how the fridge freezer was damaged.

I issued my provisional findings on this complaint on 29 July 2022. This is what I said:

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.

I appreciate Ms M has provided a very detailed account of the events in her timeline and both parties are aware of this. Within this decision I won't be responding to every specific point. This is not intended as a discourtesy, but a reflection of the informal nature of our service. My role is to focus on what I consider the crux of the complaint to be which means I will only comment on those things I consider relevant to the decision I need to make.

UKI disputes that there was a CO leak into Ms M's home. So, firstly, I have considered if the evidence supports that a leak most likely took place. I understand Ms M first reported an issue when she saw yellow/orange flames on her cooker, and she was feeling unwell. She was advised by the National grid helpline this may be a CO leak. A gas company attended the property and capped the gas supply at the meter pending further investigation.

When UKI's contractor attended it didn't find any CO leak, but it did think there was some thermal scorching to the flue and placed a notice on the boiler do not use and arranged for the flue to be replaced.

After the flue was replaced, G reviewed the work and noted poor workmanship as the flue hadn't been installed to the required standards. G reported that the flue integrity test recorded readings that were unsatisfactory. But I note there is no commentary from G that explicitly states or suggests there was a CO leak. It issued a warning at risk notice and turned the boiler off. I've looked at classifications of the notice issued by G. It was an at risk (AR) notice this means the appliance/installation is potentially dangerous, where one or more faults exist and which as a result, may in the future constitute danger to life or property. It wasn't categorised with an immediately dangerous (ID) notice this is where an appliance/installation if left connected to the gas supply is an immediate danger to life or property. I think it more likely that if there was evidence of CO leaking into the property an ID notice would've been issued as CO leaks are an immediate danger to life.

I've looked at the readings obtained during the tests. From what I've seen there was evidence of products of combustion within the air intake compartment of the flue. The appliance is a room sealed appliance and the air is taken from outside. So, from what I've seen I'm persuaded the AR notice was placed on the boiler more likely for the poor workmanship of the installation not because CO was leaking into the property.

I also note when G attended the property on 6 November 2020 the cooker was checked and it was found when Ms M's was using her nebuliser machine within seconds an orange colouration was present on all five burners and within minutes all five flame were showing a large degree of orange colouration. The nebuliser was using a Saline isotonic inhalation solution. G says the airborne mist was a direct cause of flame discolouration. I'm satisfied that this appears to be the reason for the yellow/orange flames that Ms M reported.

I've gone onto consider the medical evidence Ms M has supplied. I can see that Ms M has been in poor health prior to the first hospital admission. But what I've looked for is medical evidence of the CO poisoning.

On the discharge letter coving the period of 8 October – 15 October 2020 Ms M was in hospital for a chest infection, the diagnosis is CAP – Community- acquired pneumonia. There is no mention of CO poisoning.

In November Ms M has provided a letter that shows Ms M was in Accident and Emergency (A&E) with chest pain and shortness of breath but again, it doesn't mention CO poisoning. It does advise Ms M to speak to her energy supplier to repair the gas and advised not to stay in the house. I can't say for certain from this that Ms M had CO poisoning. I think the advice could be so as not to exacerbate Ms M's medical conditions especially if the home had no heating and hot water, I would've expected the hospital to have done more if Ms M had CO poisoning for example reporting it to the health and safety executive and complete a RIDDOR.

I can see Ms M has provided a letter from her consultant that she saw in December 2020 it mentions she has told him she has had no hot water or heating since September and had several attendances to A&E where her blood gas showed elevated levels of carbon

monoxide. But from what I can tell this is what Ms M has told her consultant rather than evidence of the CO poisoning from any relevant tests.

From what I've seen Ms M has unfortunately been very unwell and has well-established lung disease. I do empathise with her situation, but I've not seen clear medical evidence of CO poisoning. If Ms M can obtain the medical evidence showing the CO poisoning or further evidence from G or another expert that shows there was a CO leak escaping into the property, I'd expect UKI to consider it. But based on the available evidence, I'm not persuaded UKI is responsible for a CO leak as Ms M has described.

However, I am persuaded that the lack of hot water and heating in these cold months would've no doubt contributed to flaring up Ms M's medical conditions. UKI were aware that Ms M was vulnerable and had been in and out of hospital. It has agreed there were delays and I think more could've been done for example providing Ms M with temporary heaters.

In summary I think there were CO reading within the flue, but I'm not persuaded that these were leaking into the property. However, I don't think the service provided by UKI has been to the levels I'd expect to see. Ms M was given conflicting information regarding the source of the problems with the gas. An engineer was sent that wasn't qualified to investigate CO leaks when it knew this was the potential problem. The installation of the new flue was not installed to the relevant gas safety standards. There were delays, that caused Ms M to have no heating or hot water as well as lack of cooking facilities. There was also a lack of PPE from the engineers attending the property when it knew the resident was vulnerable.

Ms M has suffered from considerable distress and inconvenience as she has felt her home has been unsafe. So, I intend to instruct UKI to pay an additional £500 compensation totalling £750.

In addition, Ms M has said that one of the engineers took to emptying the contents of her boiler cupboard and in the process, she said he caused damage to her fridge freezer. Ms M said she was left in her unfit state to have to disinfect everything he had touched and put it all away and this is when she discovered the scratches on her fridge freezer. Ms M made several calls regarding this to UKI and its contractors but says nothing happened.

Ms M has provided pictures to show the gap between the boiler cupboard and dining table and chairs and they also show all the things (including some bulky contents) that were in the cupboard. Ms M explained that the engineer had taken out all the contents from her cupboard and put everything on the floor (scraping parts of her fridge freezer). From all the information provided, it's clear that there's damage to the fridge freezer and I haven't seen any reason to doubt what Ms M has told us about the incident. Further, looking at all the pictures and details she has provided; this shows where the boiler cupboard is in relation to the fridge freezer. The gap is small, and I can see how easily the items could've scraped parts of the fridge freezer, so I'm persuaded by Ms M's version of events.

I understand from Ms M that she has sent a quote to UKI as she was asked for one but UKI refused to replace the fridge freezer (she had purchased it from a French company who no longer make those models which is why she sent a quote for a different model). UKI hasn't accepted this, nor has it put forward any kind of proposal to repair or resolve this matter. So, considering the options available, I intend to instruct UKI to pay Ms M's quote for a different model.

Both parties have now responded to this decision.

In summary Ms M has said that I haven't addressed the lack of help, and the amount of calls she made regarding the claim, and not putting her into alternative accommodation etc.

Ms M has reiterated that because friends took her to hospital instead of calling an ambulance was the reason it wasn't reported to RIDDOR.

Ms M was upset about the comment I made regarding the letter from her consultant. She said he wouldn't have just taken her word without checking her admittances and for what reasons and just write a letter based on what a patient has said. Ms M also said the consultant that condemned her home couldn't believe she was in hospital again, he assumed Ms M hadn't complained enough to get the repairs done and said she should get the insurer to put her in alternative accommodation to be safe and warm.

UKI has pointed to an exclusion in the home emergency cover for 'loss of or damage to any decoration, fixtures or fittings that happen during an emergency assistance call out' it says with this in mind it doesn't agree that it's contractor is liable for the damage to the customer's fridge freezer. It also said there is a picture of Ms M's kitchen where there is some paint tins and a black sack that don't appear to be contents from the cupboard, it suggests that Ms M may've had other workmen present in the property. So, feel there is reasonable doubt that their contractor caused the damage to the fridge freezer.

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.

With regards to Ms M's comments as explained in my provisional decision I said I wouldn't be responding to every specific point. However, I appreciate Ms M may have felt I didn't consider some of the points she made. I was aware of these points when making my decision but focused my narrative on those points most relevant in me reaching my conclusion. So, although I didn't specifically mention alternative accommodation or the number of calls. I had noted Ms M did make many calls, but these were not all to Churchill or its contractors. I also noted Ms M was reimbursed for a lengthy call that cost her £19.07, I've seen no further evidence of her being out of pocket and took into account the time she spent doing this when I considered the service Ms M received and awarding compensation. So, this won't be a separate complaint.

I'm sorry to hear Ms M was upset at my comments regarding the medical evidence, this wasn't my intention. But my role requires me to consider the evidence provided, and as it stands, I haven't been provided with clear evidence of CO poisoning from any of her hospital admissions.

With regards to UKI's comments, I can see that damage caused while attending an emergency wouldn't usually apply. However, in this instance the contents of the cupboard weren't something that was 'needing to be removed' in order to fix the emergency. This visit was required due to UKI's poor installation of the flue on a previous visit. And Ms M says the contents from the cupboard hadn't needed to be removed in prior visits. The fridge freezer didn't need to be damaged in order to carry out a fix, so I'm not persuaded the policy exclusion is fair to apply in this instance. Instead the damage appears to have been caused by careless work by a UKI contractor.

I have taken on board the comments regarding Ms M having some paint tins in the kitchen, but I'm not satisfied this means she most likely had other contractors in the property. I say this as UKI are fully aware this was at a time when Ms M was shielding as she was clinically vulnerable to the risks of Covid-19 and hence why she was very upset that UKI contractors didn't use PPE. So UKI's comments haven't changed my mind.

Having carefully considered both parties comments to my provisional decision these haven't changed my decision.

Putting things right

I instruct U K Insurance Limited to:

- To pay an additional £500 compensation to the £250 compensation already offered in total pay £750 compensation.
- Pay the quote Ms M provided for the fridge freezer.

UKI must pay the full amount of compensation within 28 days of the date on which we tell it Ms M accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

My final decision

I uphold this complaint for the reasons given above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 6 October 2022.

Angela Casey
Ombudsman