

The complaint

Ms C complains about the service provided by British Gas Insurance Limited in relation to her home emergency insurance policy.

What happened

Ms C had a home emergency insurance policy through British Gas which she renewed each year. Under the terms of the policy, British Gas also serviced the boiler annually.

In January 2023, an engineer came over to fix an issue with Ms C's boiler. Ms C says he instantly condemned it and told her the flue was illegal and could not be used for safety concerns. She says the flue had been replaced by another supplier four years previously when work had been carried out under a local government scheme for energy saving.

Ms C felt the issue should have been spotted by British Gas' engineers much earlier. She felt British Gas was responsible for putting her and her wife in danger, so she raised a complaint.

British Gas said the engineer who'd visited on 10 January 2023 had placed Ms C's boiler at risk due to work which had been completed in the past by another company. It said the engineer had only done what he believed was right. It said a second appointment was completed on 19 January 2023, where her issue was resolved.

Ms C remained unhappy and asked our service to consider the matter. She said British Gas had offered her £40 which she felt was an insult. She said she and her wife had been left extremely anxious. They'd had to go and stay with a relative because they were left without heating or hot water and had to take out debt to replace their boiler. She felt British Gas had left them in danger.

I issued a provisional decision on 25 March 2024, where I explained why I intended to uphold Ms C's complaint. In that decision I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint."

Based on what I've seen so far, I intend to uphold Ms C's complaint. I'll explain why."

Ms C's agreement with British Gas included an annual service which the policy's terms and conditions define as:

"a check in each period of agreement to ensure your boiler, gas appliance or central heating and ventilation is working safely and in line with relevant laws and regulations."

Ms C says British Gas didn't fulfil this agreement because it failed to tell her that the incorrect flue was installed by a third party in around 2018/2019. She believes she and her wife's health and safety were in danger for around four years because of this.

British Gas says Ms C and her wife were never in any danger. It says the flue was suitable for the type of boiler but was from a different manufacturer. All tests carried out were found to be okay. Previously, it would have recorded this as "not to current standards" but Gas Safe removed this classification and said there was no need to record it which is why previous engineers probably didn't. However, it is left to an engineer's judgement and if they feel they need to record it the lowest classification they can now give is "at risk".

British Gas says Ms C was not left in any danger. If the boiler posed any immediate danger, it would have been disconnected from the gas supply and left inoperable. It says Ms C was not left without heating and hot water. The engineer has advised that the boiler was repaired and operational. It was Ms C's decision whether to use it or not.

British Gas says the third party used a flue from a different manufacturer which was suitable to be used for a gas boiler and due to this it had risked it correctly.

*British Gas sent us a link to information about the removal of Not to Current Standards (NCS) from the Gas Industry Unsafe Situations Procedure which was provided from the Gas Safe Register. This says NCS situations were removed to reflect that NCS is not unsafe and therefore had no place in an Unsafe Situations Procedure. The installation may not be correct, or not in accordance with the standards, but it is not unsafe. It says if a risk assessment is that the appliance is unsafe, it wouldn't be classified as NCS anyway. The guidance concludes with: "NCS installations are **NOT** At Risk".*

Ms C has provided a document from the visit which includes a safety summary. "No" is ticked next to "appliance operation is safe" and "appliance flue & ventilation safe". She's also sent us a photograph of her boiler with the label placed on it by the British Gas engineer which says: "Danger. Safety warning do not use." So, the information Ms C was given by the engineer appears to contradict what British Gas has said about the boiler being safe to use.

Having read the guidance from Gas Safe, I'm not persuaded it's up to an engineer to decide whether or not to record a boiler that's installation is not to current standards as being "at risk". I think it's clear from the Gas Safe guidance that the boiler shouldn't be recorded as being "at risk" simply because the installation isn't to current standards. It should only be deemed "at risk" if it's not safe to use. So, either the engineer who deemed the flue unsafe was wrong, or all the previous engineers who carried out services since the flue was installed were.

British Gas has also suggested that the last engineer to visit might have seen something different to previous engineers as the flue and boiler would have deteriorated over time and this is why he considered it to be "at risk".

However, Ms C says the engineer noticed that the wrong flue for her particular boiler had been installed even before entering her flat. Moreover, the note from the engineer's first visit says: "left at risk due to wrong flue being fitted during cladding of building". And when he returned to repair the boiler a few days later he's noted "left at risk due to incorrect flue". So, the incorrect flue seems to have been the engineer's sole reason for recording the "at risk" status and leaving Ms C with a warning that the boiler was dangerous and shouldn't be used.

I appreciate Ms C feels she should be compensated for British Gas not warning her the boiler was unsafe during four years of visits and services. However, I don't have sufficient

evidence to conclude that Ms C and her family members were placed in any danger over the period where the flue was in use. Ms C has mentioned having headaches, but this could be for any number of reasons. I think it's more likely that the most recent engineer incorrectly advised that using the boiler was unsafe because of the type of flue that was installed.

The information I've seen indicates that Ms C's boiler was around 20 years old when it was replaced. The manufacturer had stopped making Ms C's boiler in 2007 and British Gas had been recommending that it be replaced since 2017. British Gas says the boiler was prone to leaks and Ms C had been advised that it would no longer cover water carrying parts until something was done to address the water quality. So, it seems likely that the boiler was approaching the end of its lifespan and would have needed to be replaced soon even if the potential issue with the flue hadn't been raised.

British Gas says it was up to Ms C to decide whether or not to continue to use her boiler. It's also suggested that she may have continued to use it after the engineer recorded it as being "at risk". However, Ms C says she and her wife were so concerned about using the boiler that they moved into a relative's home until it could be replaced. They were particularly concerned because Ms C's wife had been undergoing treatment for cancer at the time.

Given what it said on the label placed on it, I'm not surprised that Ms C wouldn't have wanted to risk using the boiler. This happened in the middle of winter, so I can understand why she felt she had no other option but for her and her wife to temporarily move out of the property. Ms C says she was also left feeling extremely anxious about having gas in her home. So, I think it would be fair for British Gas to pay her £250 in recognition of the distress and inconvenience she experienced as a result of the misleading information it gave her."

I set out what I intended to direct British Gas to do to put things right. And I gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

Responses

British Gas said it agreed with my provisional decision despite feeling the compensation was excessive and the issue being caused by a third party.

Ms C thanked me for upholding her complaint. But she said the whole process had added to her distress and lack of trust in British Gas and its engineers. She was aware that in time her boiler would be replaced, but the fact she looked after it with the annual service extended its life span. She felt it would have been a better outcome if she'd had the opportunity to get ready for the replacement of the boiler. She said her and her wife's distress and inconvenience had been compounded by the negligence of the British Gas engineer.

Ms C said she'd paid over £1,500 for British Gas's engineers to do their job and they didn't. This year, she would be paying around £420 for her cover. She didn't want to go to another company because she was anxious that they wouldn't offer the same quick service that British Gas could. If she could afford to go electric, she would.

Ms C felt £250 compensation was too low. It wasn't even a year's payment towards her future cover. She said British Gas had got away with its negligence, leaving her and her wife in danger and dismissing their concerns.

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 appreciate Ms C feels £250 isn't sufficient compensation. However, I haven't seen evidence to show that the services carried out by British Gas over the years were inadequate or that she or her family members were placed in any danger.

I acknowledge what Ms C has said about not having the opportunity to get ready for the replacement of the boiler because of the engineer's decision to record it as being "*at risk*". But I think £250 fairly recognises the distress and inconvenience she was caused as a result of the engineer's error. So, I'm not persuaded to increase the compensation I'm awarding.

Putting things right

British Gas should pay Ms C £250 for distress and inconvenience.

My final decision

For the reasons I've explained, I uphold Ms C's complaint and direct British Gas Insurance Limited to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 6 May 2024.

Anne Muscroft
Ombudsman