

The complaint

Mrs B's complaint is about the service provided by British Gas Insurance Limited in relation to a boiler insurance policy.

What happened

Mrs B had a boiler insurance policy with British Gas, which included an annual service of her boiler. British Gas serviced the policy under that policy in October 2022. The policy was due to run until October 2023 but Mrs B cancelled it in August 2023.

In December 2023, Mrs B smelt gas in her property so called the gas provider who found there was a leak from her boiler and disconnected the gas supply.

Mrs B contacted British Gas to complain that the boiler had been left in a dangerous state after the service in October 2022. I understand British Gas attended the property to try and repair the boiler but it could not be repaired. British Gas also reconnected the gas in December 2023, so Mrs B could use her hob but when she used the hob, it was leaking gas and she had to get the gas provider out again to cap the gas supply. Mrs B says British Gas nearly caused two gas explosions and put her and her family's lives at risk.

Mrs B says she was without heating and hot water for around a month, which meant she had increased electricity costs while she ran electric heaters, and she had to borrow money to replace the boiler.

Mrs B says the gas provider's engineer told her British Gas should not have serviced the boiler in October 2022, as the boiler was too old and the leak could have been ongoing since then. Mrs B says British Gas also failed to tell her in October 2022 that she should have a carbon monoxide detector. Mrs B has also complained to British Gas about the actions of its engineer in December 2023.

British Gas responded to Mrs B's complaint and said it hadn't done anything wrong in October 2022. It said that its engineer advised the boiler was around 29 years old and it would be on a reduce parts list, so recommended it be replaced, he also advised there was no carbon monoxide detector.

British Gas said the attendances in December 2023 were not part of the insurance product. It said Mrs B had purchased a gas appliance check from it in December 2023 and as this is not an insurance product, we cannot look at anything done pursuant to that contract. But it said the engineer had been trying to help Mrs B, as she was unable to use the hob and he got an electric shock from the cooker and had to attend hospital. British Gas did however accept that its engineer should not have left the hob connected to the gas supply and offered £200 compensation for this. British Gas also credited Mrs B's account to allow for the cost of running electric heaters, which it provided to her as she was not able to use the boiler.

Mrs B remained very unhappy with British Gas's response and so referred her complaint to this service. She has told us she is disabled, the whole experience has been extremely stressful and she has suffered financially as a result. Mrs B wants British Gas to compensate her the cost of the new boiler.

One of our Investigators looked into the matter. The Investigator said that we could not look at the events that happened in December 2023, as there was no insurance policy in place then. He concluded that there was no evidence that British Gas had caused the leak or done anything else wrong when servicing the boiler in October 2022 and so did not recommend that it do anything further.

Mrs B did not accept the Investigator's assessment. She made a number of points in response. I have considered everything she has said in the initial complaint and in response to the Investigator's assessment but have summarised her main points below:

- The complaint isn't about British Gas causing the leak, it is that it shouldn't have touched the boiler at all due to the age of it and how they left the boiler after the service.
- The gas provider's engineer told her the leak was probably caused by the October 2022 service of the boiler.
- The Investigator failed to get a call recording which evidences that the gas provider's engineer witnessed the visibly dangerous state the boiler was left in by British Gas.
- British Gas agrees on the call that its engineer left the boiler in a dangerous state.
- She has provided two emails from the boiler manufacturer that state the boiler was too old to be serviced.
- If she'd been told about the state of her boiler in October 2022, she'd have had it replaced then when she had the money to do so and would not have risked her and her family's lives.
- British Gas should have advised her in October 2022 to have a carbon monoxide detector and if it had done, she'd have got one straight away.
- By agreeing to come and work on her boiler in December 2023 makes British Gas responsible as if she still had insurance in place. It only did this because of the previous insurance policy.

Mrs B also wanted the Investigator to get a statement from one of the British Gas engineers and to contact the boiler manufacturer for more evidence.

As the Investigator was unable to resolve the complaint, it was passed to me.

Jurisdiction

I issued a decision in March 2024 that the events in December 2023 are within our jurisdiction.

Briefly my reasons for reaching that conclusion are that, while the policy ended in August 2023, British Gas agreed to attend and try and repair the boiler because it had previously carried out work on the boiler under the insurance contract.

Mrs B had purchased a gas appliance check from British Gas just before finding the leak in December 2023 but she had not made the appointment for the service to be carried out when she found the gas leak. The agreement by British Gas to attend when she reported the gas leak to it was not pursuant to the gas appliance check agreement; it was pursuant to the insurance contract.

As I consider that the work it did on the boiler and cooker in December 2023 was done pursuant to the insurance contract, it was therefore part of British Gas's regulated activities and I am therefore satisfied I can consider that part of Mrs B's complaint.

Other preliminary matters

Mrs B also asked that I contact her before issuing my decision to make sure her points are properly taken into account.

Deciding ombudsmen don't routinely talk to either party to the complaint, as fairness would usually require that both parties be involved in any discussion at the same time. We may decide it is necessary to do so, if there is information that is unclear or a dispute about the facts of the case that we consider can only be clarified by discussing it with the parties. Mrs B has made her case clearly to the Investigator and I have been provided with all the correspondence and communications between her and British Gas. I have also listened to the recordings of her calls with this service. The evidence and positions of both parties is sufficiently clear and so I don't consider it is necessary to discuss this case with the parties in order to fairly determine the matter.

I issued a provisional decision on this matter in April 2024. I have copied my provisional findings below:

"Boiler leak and new boiler"

The main thrust of Mrs B's complaint is that the boiler was so old British Gas should not have touched it at all and should instead have advised her in October 2022 to have the boiler replaced and to have a carbon monoxide detector fitted.

I have considered all the evidence provided to determine if British Gas did anything wrong in October 2022.

I have listened to the call Mrs B made to British Gas to report the problem in December 2023, when the gas provider's engineer also spoke to British Gas. She called while the engineer was at her property.

At times during the call it is difficult to hear exactly what was being said but I can hear that the engineer said he had found a leak from just above a gas valve and that there was no cover on it, but there was some duct tape there, so he needed to turn the gas off as it was dangerous.

Mrs B says the engineer confirmed this had been caused by British Gas during the October 2022 service but I don't agree that this is clearly stated. In any event, even if the engineer did say this, I do not consider that he can reliably testify as to the condition of the boiler more than a year earlier.

Mrs B also says the British Gas call-handler confirmed its engineer had caused the leak but I do not agree that this is what he said in the call. The call-handler couldn't reasonably reach any conclusion as to the cause of the leak at that stage. He acknowledged that this is what Mrs B was telling him and he said that is why he had booked an appointment without charge to try and make the boiler safe but he did not confirm that British Gas was accepting responsibility. I think this was a reasonable response in the circumstances.

Mrs B has also provided two emails from the boiler manufacturer, which she says supports that British Gas should not have serviced the boiler in October 2022.

Mrs B asked the manufacturer:

"Would ...[you] attend to service a boiler which is 15+ years old?"

And it answered:

"[We] ... stop attending boilers which have ceased manufacture and have gone over 15 years of age. We as a company must have parts available to fix an issue, if parts are not available, we as a company will not seek parts from local merchants or third-party providers as we cannot confirm what state these parts have been kept and their reliability due storage at a third party site, due to this reason we as a company have a policy to not attend."

The boiler manufacturer has not stated that the boiler should not be serviced if it is more than 15 years old and must be replaced, only that it would not carry out the services itself. I do not therefore agree that this means British Gas should have refused to service the boiler in October 2022.

Another email from the manufacturer says:

"To confirm we discontinued this boiler in 2001 which would make yours a minimum of 23 years old, as we spoke about this model of boiler is a balanced flue boiler. This would mean the boiler itself does not have a fan inside for combustion, this would also mean if there was a fault with the boiler and there was a build up of products of combustion building up inside the case there is a risk of this spilling back into the property. As we discussed our current range of boilers are room sealed fan flued boilers, this would mean if there is any issue and a build up of products of combustion builds up inside the boiler these would not pass into the room and the fan would push these out of the flue.

As we also discussed due to the age of the boiler we no longer attend to these boilers ourselves."

This email states that they no longer manufacture boilers of the type Mrs B has and again that it would not service them itself. But the letter does not state that existing boilers of this type cannot continue to be used or serviced and repaired. I do not therefore think this email establishes that British Gas did anything wrong in servicing the boiler in October 2022 either.

Mrs B has also provided copies of web searches about old boilers, one of which says that if your boiler is more than 15 years old, it is likely to need replacing.

No convincing independent evidence has been provided that says such boilers cannot be used past a certain age and that they should not be serviced.

Given the above, I am not persuaded that British Gas should not have carried out the service in October 2022.

Was the October 2022 service carried out correctly?

Mrs B also says the boiler was in an obviously dangerous state, and may already have been leaking gas in October 2022, which is another reason why British Gas should not have serviced it. She says there was duct tape hanging off the boiler, an uncased circuit board and corroded copper pipes. Mrs B has provided some photos of the boiler to support this.

Mrs B told us that there have been leaks from her new boiler installed in January 2024 (not by British Gas) which were undetected, which supports her position that the original boiler could have been leaking from October 2022 until it was found in December 2023.

Mrs B also says that the gas provider's engineer repeatedly told British Gas on the phone that it should not have touched a boiler that was visibly dangerous and repeatedly asked why they had done so.

Mrs B has told the Investigator the complaint is not about British Gas causing the leak in the first place but that it should never have serviced it. However, her earlier correspondence to British Gas did state she thought the leak had been caused by British Gas carrying out the service. She said that the boiler had been working fine before that visit, regardless of its age and *"You have a duty of care to put me back to the place I was before your engineer caused the leak when he tempered with my boiler which was fine before that despite what age it was."* For completeness therefore, I have also considered whether there is any evidence that British Gas caused the leak.

British Gas's obligation in October 2022 was to ensure the boiler was operating safely. It carried out its checks, which included tightness test for leaking gas and determined that at that time it was operating safely. It cannot guarantee safe operating after that date. The boiler was serviced in October 2022 and no gas leak was reported until December 2023.

There is no convincing evidence, as far as I can see, that the boiler was not in a safe condition at the time of the service and that British Gas failed to notice a dangerous fault.

There is also no convincing evidence that it caused the leak. I do not consider that the comments of the gas provider's engineer supports this and it seems unlikely it was leaking undetected since October 2022. The boiler was leaking gas and unsafe in December 2023 but this is over a year after the service visit by British Gas.

I therefore do not consider there is enough evidence that British Gas caused the leak in any way, or missed an existing leak when it serviced the boiler in October 2022.

Having considered everything, I do not consider there is enough evidence that British Gas did anything wrong when servicing the boiler in October 2022 and it is not responsible for the leak in December 2023 or the boiler failing. I do not therefore consider that British Gas is responsible for the leak or the trouble this caused Mrs B, including the cost of the new boiler.

Carbon monoxide detector

Mrs B also says that British Gas should have advised her of the risks of carbon monoxide poisoning and provided her with a detector in October 2022. She says she was not left with any report in October 2022 and not advised to get a carbon monoxide detector; if she had been she would have got one.

I have not been provided with any evidence that British Gas was obliged to recommend or fit a carbon monoxide detector in October 2022. It seems to me that its obligation during that visit was to test that the boiler was operating safely but I do agree that it would be good practice to recommend a detector.

In any case, British Gas says its engineers did advise Mrs B to get a carbon monoxide detector. It says its engineers always leave a job sheet and while it doesn't have a copy of the sheet that would have been left with Mrs B, its records of the engineer's notes say:

"Serviced boiler advised on age, reduced parts list & carbon monoxide alarm".

This indicates the engineer did warn Mrs B about the age of the boiler and that she should have a carbon monoxide alarm. I have no real reason to doubt that he relayed this to Mrs B at the time. I am therefore satisfied that it is more likely than not that he also told Mrs B this. But even if he didn't, as stated it was not required to do so in any event and the absence of a carbon monoxide detector didn't cause the leak.

Mrs B says the absence of the detector was a risk to her life. I can understand her concern about this, having had a leak. However, nothing happened as a result of not having a detector. Mrs B suggests the leak may have been going on for some time before she was able to smell gas and reported it but there is no convincing evidence to support this as far as I am aware.

Given all this, even if I thought British Gas had failed to advise Mrs B to get a detector in October 2022, it would not be a reason to require British Gas to reimburse Mrs B for the expense of the new boiler, or pay any compensation for the trouble caused to her by the leak which happened over a year later.

December 2023 actions

British Gas agreed to try and repair the boiler in December 2023. I think this was reasonable.

It was unable to repair it, as the parts required were not available. Mrs B was unhappy about this but I do not think there is any evidence to support that it should have done any more to try and repair the boiler.

During one visit, British Gas's engineer (having isolated the boiler) turned the gas supply back on in order to get Mrs B's gas hob working. It appears this was intended to help Mrs B but he got an electric shock from the appliance and had to leave.

British Gas says he told Mrs B not to use the hob as it was dangerous (which she disputes) but she did so and there was a leak from it that triggered the carbon monoxide detector.

British Gas accepts that it "*potentially*" shouldn't have left the hob connected to the gas and offered £200 compensation for this.

I can understand Mrs B's concern but this matter was dealt with quickly and the gas turned off again. She says she had a near fatal gas explosion but there is no evidence of an explosion or injury to Mrs B. I can only make awards for things that have happened, not for things that may potentially have happened.

Having considered everything carefully, I am satisfied that the £200 already offered is sufficient.

British Gas also left Mrs B some electric heaters and credited £80 on her account for the cost of running these. Mrs B says she raised her concern that they are expensive to run and was told they were cheap and she could have them on all day. She is unhappy that she has received a high bill and the credit does not cover the additional cost.

I think it was reasonable for British Gas to leave Mrs B with heaters, given her boiler was not working and it was winter. I also think the credit was reasonable in the circumstances. I have seen no documentary or other convincing evidence that British Gas misled Mrs B about the cost of running the heater to the extent that it should make any further payment, given it was not its responsible for the fact she was without a boiler. I do not therefore intend to make any award for this."

Responses to my provisional decision

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

British Gas has confirmed that it has nothing further to add.

Mrs B does not accept my provisional decision. She has made a number of further submissions. I have considered everything she has said in response to my provisional decision but have summarised her main points below:

- Some of the information I have based my decision on is incorrect
- British Gas put her and her family's lives in danger when it reconnected the gas in December 2023 and I have not given this due consideration.

- The gas provider had deemed it unsafe to have the gas connected but British Gas's engineer assured her she could use her gas hob.
- The engineer did not tell her not to use the hob as it was dangerous. He reconnected it, so she could use it. So why would he also have told her not to use it?
- This could have caused a massive explosion killing everyone in her house.
- £200 is not enough to compensate for this crime. She feels insulted that I have not deemed her life as important.
- The carbon monoxide detector was not put in in October 2022, which is what I appear to have said, but a year later.
- She had a gas leak after the installation of the new boiler in January 2024 and this could have been happening since October 2022.
- She believes she was sitting in a house with a gas leak for the year from the service in October 2022.
- British Gas apologised to her for this and the gas provider's engineer confirmed the dangerous appearance of her boiler when he saw it in December 2023.
- The phone call with the gas provider and British Gas is audible and she does not accept what I have said about some parts being unclear.
- She asked previously whether accepting the £200 compensation would prejudice her complaint for higher compensation and was advised it would not but now it seems I am saying different.
- She asks that I listen to this call again, which supports her complaint that the boiler was in a clearly dangerous state at the time and should not have been touched but condemned.

Mrs B has also provided a copy of the gas provider's report from March 2024 which said the installation of her new boiler was immediately dangerous and not to standards.

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.

Boiler leak and new boiler

As stated in my provisional decision, the main thrust of Mrs B's complaint is that the boiler was so old – and she says in an obviously dangerous state – that British Gas should not have serviced it at all in October 2022 and should instead have advised her then to have the boiler replaced and to also have a carbon monoxide detector fitted.

I have considered all the evidence provided again and Mrs B's response to my provisional decision to determine if British Gas did anything wrong in October 2022.

I have listened again to the call Mrs B made to British Gas to report the problem in December 2023, when the gas provider's engineer also spoke to British Gas. There are parts of the call when it is difficult to hear exactly what is being said. But I can hear that the gas provider's engineer said to British Gas, which was that he had found a leak from just above a gas valve, that there was a missing cover and some duct tape, so he needed to turn the gas off as it was dangerous.

Mrs B says that the gas provider's engineer tells British Gas there was a *"gas leak from the pipe above the old boiler which would have been manhandled by the BG service engineer."* And that the call is proof that the boiler was in an obviously dangerous state, possibly already leaking gas, in October 2022 and should have been condemned then.

However, this call and the gas leak occurred more than a year after British Gas had last attended the boiler. The gas provider's engineer could not give any reliable testimony on the condition of the boiler in October 2022.

There is no persuasive evidence that the boiler was leaking gas in October 2022, or that it should have been condemned and should not have been serviced in October 2022.

Mrs B also refers again to the fact British Gas's representative apologised to her during this call, as evidence that it accepted it had done something wrong. However, I remain of the opinion, as set out in my provisional decision, that the call-handler acknowledged that this is what Mrs B was telling him had happened and he said that is why he had booked an appointment without charge to try and make the boiler safe. But he did not confirm that British Gas was accepting responsibility, for either causing or missing a leak. I think this was a reasonable response in the circumstances.

Having considered everything provided to me again, I remain of the opinion that there is not enough evidence to support Mrs B's complaint that British Gas should not have serviced the boiler in October 2022.

I also remain of the opinion that there is no convincing evidence to support that the boiler was leaking gas in October 2022.

I do not therefore consider that British Gas is responsible for the leak or the trouble this caused Mrs B, including the cost of the new boiler.

Carbon monoxide detector

Mrs B has said my provisional decision suggests that I thought the carbon monoxide detector had been fitted by British Gas in October 2022.

I set out in my provisional decision that part of Mrs B's complaint was that British Gas should have installed, or at least advised her to install, a detector in October 2022 but it had failed to do so.

British Gas's engineer's notes of the attendance in October 2022 state he did advise Mrs B to get a carbon monoxide detector. I concluded it was likely he had given her this advice but that, even if he had not, I did not consider there was any award to make as a result of an failure to so advise. Remain of this opinion.

December 2023 actions

Mrs B says I have not given due consideration to the risk to her life as a result of the engineer reconnecting the gas to her cooker.

I accept the engineer reconnected the gas in order for Mrs B to use the hob but having done so, he got an electric shock from the appliance and had to leave. I said in my provisional that British Gas had told us that its engineer had warned Mrs B against using the hob, as it was dangerous and also made clear that she disputed this.

I also noted British Gas seemingly accepts it should not have done as it said it "*potentially*" shouldn't have left the hob connected to the gas

However, I did not make any finding as to whether Mrs B had been told not to use the hob or not, or whether British Gas was right to reconnect the gas to the hob or not. This is because I do not consider I need to make any formal finding on these points in order to fairly

determine the outcome of this part of the complaint. I say this because we do not regulate the insurance industry, or gas engineers, so I have no power to punish or fine a business when things have gone wrong. I do have the power to make awards that put things right and to reflect any material distress or inconvenience caused by anything British Gas has done wrong. I cannot make any award for what may potentially have happened but didn't.

In this instance fortunately Mrs B was alerted to the gas leak relatively quickly and it was turned off again. I am not saying that this was not a potentially serious error, or that it could not have potentially had extremely serious consequences. Mrs B did have to get the gas provider back out to disconnect the gas and had the concern of the matter until that was done but I understand it was done relatively quickly. Having considered everything again, I remain of the opinion that the £200 compensation already offered for this is reasonable.

Mrs B has also said she was told that the £200 offered by British Gas would not prejudice her complaint and this now seems to be incorrect. I am not clear what she means. She has not been prejudiced by the fact British Gas made this offer. I have considered what I think the fair and reasonable outcome of this complaint is and I agree the offer it made in respect is reasonable.

Having considered everything again, I see no reason to change my provisional findings.

My final decision

British Gas Insurance Limited has already made an offer to pay £200 to settle the complaint and I think this offer is fair in all the circumstances. So my final decision is that British Gas Insurance Limited should pay Mrs B £200.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 11 June 2024.

Harriet McCarthy
Ombudsman