

## **The complaint**

Mr S complains about the service he received from British Gas Services Limited ("BGS").

## **What happened**

In February 2023, BGS sent an engineer to Mr S's home to fix a leaking radiator valve. The heating system comprised a header tank in the loft and Mr S says the engineer proceeded to bung the header tank in order to avoid having to drain the system. After repairing the radiator valve, the engineer removed the bung from the tank and turned the boiler back on.

As the engineer was leaving, Mr S says the system started to make loud banging sounds. Mr S says this was indicative of air in the system, which must've been caused by the engineer bunging the tank rather than draining it. Mr S also says there was steam in the loft as the boiler pumped over hot water into the tank.

Mr S says he pointed out his concerns before the engineer left, and that the engineer told him that the system was equilibrating and reassured him that it would be fine. After the engineer left, the banging continued throughout the afternoon and evening.

Mr S's wife then checked the pipes in the loft, and discovered multiple leaks, so they switched the boiler and mains water off. They said they couldn't get through to BGS as their phone lines weren't open at that time. They used a webchat service, but no engineer was available to come back until the next day. Mr S says they spent hours in the freezing loft collecting leaking water and decided to call an emergency plumber.

The plumber arrived in the very early hours of the morning and turned the system on to observe the leak. After replacing the pipe that was leaking, he advised Mr S that the system had been left in a dangerous state as blockages were causing the boiler to pump boiling water over into the plastic expansion tank, which he said would continue to fill until the tank failed. This was extremely worrying for Mr S, whose bedroom was directly below where the tank was in the loft.

The engineer advised Mr S that in order to make the heating system safe he would have to either replace the system with a combination boiler (removing the tanks) or drain the existing system and clean the tanks and pipes to remove all the blockages and sludge. The cost for the emergency callout was £264. The following day the BGS engineer attended. He agreed that the leaks were caused by blockages in the system and wanted to investigate by cutting out various sections of piping in the loft and by the cylinder. Mr S says he did not let the engineer proceed with this work as they didn't want to take any further risks after having a bad experience with the previous engineer BGS sent.

Mr S agreed to let BGS provide a quote for a combination boiler and a remote consultation was booked. Mr S later cancelled the quote from BGS after reading that they outsourced installation jobs to low-cost third parties. He proceeded to book with another company at a cost of £6,840. And he made a complaint to BGS about the poor service he'd received.

In his complaint, Mr S said that the poor quality of BGS's work had caused multiple leaks in

the pipes in their loft, destroyed their heating system and boiler, and put them at risk of serious harm from boiling water pumping over into the plastic expansion tank. As a resolution, Mr S wanted an apology for putting them at risk of harm, and a reimbursement of the costs incurred, which came to £7,104. Mr S also says there was a significant delay in BGS responding to his complaint, and that it eventually communicated its decision on the complaint in July 2023.

In its response to the complaint, BGS offered to pay Mr S £100 as a goodwill gesture and offered to cover the £264 plumber call out charge. But Mr S didn't accept this as a resolution. He said BGS hadn't admitted fault for causing more problems, and that it had handled the investigation and complaint poorly. So he referred his complaint to this service for an independent review.

Our Investigator considered the complaint but didn't think it should be upheld. He said he was persuaded that the old boiler needed replacing and thought the compensation offered to Mr S was fair in the circumstances. Mr S didn't agree with our Investigator's view, so the complaint was passed to me to decide.

On 22 October 2024 I set out my provisional findings, in which I said I was minded to uphold the complaint. I've included an extract from my provisional decision below.

*"It's not possible for me to say with certainty what happened when the BGS engineer attended the property in February 2023, as there are conflicting accounts. So in order to determine what I think is most likely on the balance of probabilities, I've looked at the notes provided by BGS, and considered all the details provided by Mr S, as well as the various other pieces of information about that visit. The notes kept by BGS aren't particularly detailed or comprehensive, but I do think they indicate a few things.*

*Firstly, I've seen the list of visits dating back to 2018 when Mr S bought the property, up until the visits in 2023. The repeated use of "code 5" indicates that Mr S was advised that the boiler would need replacing, during a number of visits. BGS has provided evidence which shows the meanings of the different codes used by engineers in their notes, and this tells me that "code 5" means advice has been given on a new boiler quote which the customer has declined. I find it unlikely that "code 5" would be used in circumstances where a new boiler hadn't been recommended to a customer.*

*I've no reason to think the evidence has been tampered with before it's been provided to me. Other codes are used on the visit report, such as "code 3" and there's a section for more commentary. The commentary is consistent with what I'd expect to see contemporaneous notes to look like in relation to each visit. And the comments persuade me that advice was given to Mr S about the age and efficiency of his boiler, and that he was told the availability of parts would be affected by the boiler's age.*

*I appreciate Mr S hasn't seen the notes of each visit, but I've checked them carefully and while the notes could be more detailed on occasion, I've no reason to doubt that they are contemporaneous.*

*Based on the available information, I think it's more likely than not that a new boiler was required. I say this because there's evidence to show the previous owners were told it was coming to the end of its life and whilst I've said the notes BGS had weren't ideal, I think it's unlikely that several different engineers all would've noted down "code 5" if none of them had mentioned a new boiler was required.*

*So there's currently not enough evidence for me to conclude that the loss Mr S incurred in getting a new boiler system wouldn't have been required in any event, and fairly soon after*

*the incident which gave rise to this complaint. It follows therefore, that I won't be holding BGS responsible for the other costs incurred by Mr S, as there isn't any persuasive evidence that it was BGS's actions which caused the boiler system to fail.*

*Mr S says it's well known that introducing air into the system can result in blockages, leaks, burst pipes and other damage. But when the BGS engineer arrived the following day I can see from the notes that he was prevented from fixing the issue, which he believed he could. The engineer's note explains that everything was off on arrival and he didn't have the chance to turn anything on to investigate the problem. And as I don't have any expert evidence to satisfy me that the first engineer's visit caused the entire system to fail, I think the second engineer should've been given the opportunity to rectify the problem. Mr S says the engineer wanted to cut out parts of the pipework all over the system to try to find the blockage – but whilst I understand Mr S's hesitancy in allowing the engineer to proceed, this doesn't satisfy me that the problem couldn't have been fixed and the system was irreparable.*

*The evidence from Mr S's own engineer is inconclusive. Although the plumber reported on the problems with the system, the detail given doesn't persuade me that those issues were caused solely by BGS's actions. And I'm mindful of the fact that he also would've wanted to recommend a new system in the same way BGS has likely been recommending a new boiler for some years.*

*However, I'm persuaded that the service from BGS wasn't to the standard Mr S expected, by the plumber's notes, which state:*

*"Turned the boiler on and straight away boiling hot water pumped over into the feed and expansion heating system tank via the open vent pipe which had been leaking likely adding to the cause of the split pipe. Made customer aware that this is not normal behaviour and switched boiler off".*

*So whilst BGS has said that its engineer was experienced, senior, and responsible for training other engineers, I'm satisfied from the evidence provided that he did leave the system in an unusual and potentially unsafe condition. Again, I should point out this doesn't mean I have enough evidence to conclude that his actions damaged the entire heating and hot water system beyond repair.*

*I've considered the information provided by the National Technical Helpdesk, which refers to the boiler being designed to cut off when the situation in Mr S's case presents itself. And Mr S has quite rightly pointed out that just because a system is designed to do something, that doesn't mean it will always happen as it should. So I can appreciate why this would've caused Mr S concern.*

*Whilst the problems caused would've been distressing for Mr S and his family, I'm also satisfied that there was a potential hazard rather than an actual consequence of that danger, such as an injury. I'm not going to compensate for a hypothetical situation. Had an injury occurred in this case my findings would be quite different, but I have kept in mind how the potential risks impacted Mr S, when reaching my provisional decision.*

*I also think there has been poor customer service in this case that BGS hasn't sufficiently compensated Mr S for. On a few occasions BGS has said something to Mr S which later transpired not to be true or accurate – and it hasn't apologised for this.*

*For example, it told Mr S that it had advised him to get a new boiler in 2015 and that he'd accepted a quote for one, only to then accept that this was in relation to the previous owner. It also said its engineer didn't inspect the heating system when it seems more likely from what Mr S has said, that the engineer did inspect some of the system whilst in the loft even if*

*he didn't inspect the boiler. Mr S also says BGS has failed to respond to him properly about the engineer's actions, and that it's simply stated that he didn't leave the system in a dangerous state.*

*It follows therefore that I don't currently think BGS has compensated Mr S fairly for what happened or for its level of service in general. So I intend to uphold the complaint and to award Mr S further compensation.*

*I think £500 compensation is fair in the circumstances, because an award in this range reflects the level of distress and inconvenience that can be experienced due to a mistake which causes significant disruption, and takes a lot of extra effort to sort out.*

*And I think BGS's actions in this case had a serious, short-term impact, because Mr S spent time and effort trying to arrange an alternative plumber to come out to fix the problem, when BGS wasn't contactable that evening, and when Mr S and his family would've been considerably distressed by the issue. I've also taken into account the discomfort, inconvenience and frustration that Mr S went through whilst in the cold loft collecting water. I haven't considered awarding more than this, however, because the problem was sorted out within a relatively short space of time, and BGS has reimbursed Mr S for his plumbing costs as well as offering £100 compensation.*

*My increased award reflects the impact of the mistake as well as the impact of BGS's generally inadequate customer service in this case. But as I've said, I've not seen enough persuasive evidence that confirms it was the actions of the BGS engineer which caused the irreparable breakdown of the system, and there isn't enough evidence that persuades me the boiler wasn't going to need imminent replacement. So I don't intend to ask BGS to do anything in relation to the costs Mr S has incurred for his new boiler system."*

Mr S and BGS both responded to my provisional decision and both repeated some of the points they'd made previously, which I'd already considered.

In summary, Mr S said:

- That BGS had admitted to causing blockages in the system.
- His independent engineer had no conflict of interest in providing a report that said BGS left the boiler in a dangerous state, whereas BGS's engineer wasn't independent.
- His independent engineer's report was contemporaneous, whereas BGS's submissions were not.
- At no point did BGS advise him to replace the boiler and there's no evidence that the boiler was faulty or beyond repair.

BGS said, in summary:

- The engineer who attended on 13 February 2023 was a senior engineer who also mentors new staff. His testimony was that he didn't even know the word "equilibrating" so would never have used it. And that if he'd seen a dangerous system he wouldn't have left the property.
- Mr S didn't allow the engineer to assess the system and carry out a repair the following day and instead took the word of a third party.
- A Service Partner Manager had reviewed the complaint and said that the only reason there'd be a blockage would be due to draining of the system and debris getting into the pipes, which could cause the boiler to overheat and pump over. If the system was clean this wouldn't have happened. And that the way to fix the problem would be to

- cut out the blockages, recommend a power flush and fit a filter.
- The National Technical Helpdesk also reviewed the complaint. It said air locks can happen when a heating system is drained and refilled. This could cause the boiler to bang and force hot water up the expansion pipe – but that the boiler would cut off before a dangerous situation presented itself.

Both parties made some additional points, but I've included only what I consider to be the key issues above. I've carefully reconsidered the complaint in light of both parties' further submissions and my conclusions are as follows.

### **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.

Having done so, I've decided to uphold this complaint in line with my provisional findings. I'll explain why.

It's clear Mr S believes strongly that BGS is responsible for causing his central heating system to develop a fault which couldn't be repaired. He's relied on the opinion of the engineer who arrived in the early hours, who told him the system had been left in a dangerous state and that the system needed draining and cleaning at the very least. And whilst I can appreciate why Mr S would take the word of that engineer over anything BGS said, following his dissatisfaction with BGS's service, I don't consider his engineer's opinion to be more persuasive.

I'm more persuaded by the evidence provided by BGS. I say this because BGS has provided more detail about what happened to Mr S's system, by at least three different engineers, compared to Mr S's engineer whose conclusions were limited to noting the following:

- That the "vent pipe had a pinhole and corrosion".
- That "boiling water pumped over into the feed and expansion heating system tank via the open vent pipe which had been leaking likely adding to the cause of the split pipe".
- And that the "issue is due to pipe work being blocked and is dangerous".

But at no point has the issue been explained by Mr S's engineer in the level of detail that BGS have explained it. In particular, Mr S's engineer hasn't been able to explain what BGS did which was irreparable – merely stating that he wouldn't advise addressing the issue and instead recommended installation of a combi boiler system.

In contrast to this, the following explanation has been put forward by BGS's engineers:

- The only reason there would be a blockage is due to draining of the system and debris getting into the pipes, and that this would cause the boiler to overheat and pump over.
- If the system was clean this issue would never have presented itself.
- An air lock is an unfortunate coincidence that can happen when a heating system is drained and refilled – but it doesn't indicate negligence.
- The boiler would've cut off before a dangerous situation occurred.

From what I've seen, particularly the explanations around how to fix the problem, I'm not persuaded BGS caused a fault that couldn't be repaired. I'm persuaded that purchasing a new system is something Mr S was intending to do in any event. This is because the second BGS engineer that attended noted that Mr S wanted "everything new" and I don't think he

would've noted that if Mr S hadn't said something along those lines. I appreciate that by this point Mr S's engineer had told him to get a new system. But I don't think it was reasonable for Mr S to be unwilling to allow a further opportunity for the second BGS engineer to properly inspect things and put them right.

Whilst I appreciate that there had been a breakdown in trust, as I understand it, the issue could've been repaired by the blocked section of pipework being removed. And I accept BGS's explanation about this, because I can see each of its engineers has provided some detailed commentary to explain why the issue could've been fixed, but ultimately their engineer was prevented from carrying out any repairs. The notes left by the second BGS engineer confirm that Mr S wanted a new system and did not want him to check the old one.

I don't agree with Mr S's claim that his engineer was independent whereas BGS's were not. I say this because it might've been in Mr S's engineer's interests to suggest a replacement as he also provided a quote for the new system on the same day. It's certainly not unusual for one engineer to try to upsell when another engineer only recommends a repair after inspecting the same issue. Whilst I can't say for certain what anyone's intentions in this situation may have been, I can't safely conclude that Mr S's engineer's comments are more reliable than BGS's.

And for the reasons I've explained, I'm satisfied that BGS has provided a reasonable explanation for what happened, and wasn't afforded the opportunity to fix the problem. It follows therefore that I don't consider BGS liable for the cost of the new boiler system. I'm persuaded by all the evidence I've seen that if a new system was needed, it was likely needed due to the advanced age of the boiler, and if it wasn't needed, then it was Mr S's own choice to replace it rather than allow BGS to repair it.

Having said that, I do think Mr S was caused distress and inconvenience for which he should be compensated. And I think the compensation amount of £100 that's been offered by BGS isn't enough in the circumstances.

Mr S was left in an extremely worried state, due to BGS's engineer leaving the property. BGS has accepted that its engineer shouldn't have left. I think he should've spent more time trying to work out the problem and put it right. I don't consider this means he caused a fault which was beyond repair. Rather, I think he should've stayed and attempted to repair it, rather than leaving the property. I also consider BGS to have provided a poor service generally, for the reasons I explained in my provisional decision. These include giving Mr S incorrect information about it recommending a new boiler in 2015 which it later accepted wasn't accurate. And not responding to Mr S appropriately and helpfully about his concerns, for example by simply stating their engineer didn't leave the system in an unsafe condition, rather than providing further detail at the earliest opportunity.

In my provisional decision I said I was minded to increase the level of compensation in this case to £500 in total. I still believe this to be a fair and reasonable amount of compensation, based on what's happened and the impact of it. An award of this amount represents the impact of mistakes which required considerable extra effort on Mr S's part to sort out.

Ultimately, whilst mistakes were made which would've caused Mr S considerable worry and frustration, I'm not persuaded that BGS is responsible for Mr S's losses in respect of a new boiler system, because I haven't seen enough evidence to persuade me that BGS caused a problem which couldn't be repaired.

### **Putting things right**

British Gas Services Limited should pay Mr S £500 compensation for the distress and

inconvenience caused. From this it may deduct any compensation already paid to Mr S for this complaint.

### **My final decision**

My final decision is that I uphold this complaint and I require British Gas Services Limited to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 12 December 2024.

Ifrah Malik  
**Ombudsman**