

complaint

Ms S's complaint is about the service provided by U K Insurance Limited ("UKI") in relation to her home emergency insurance policy.

background

In October 2017, Ms S's boiler broke down so she made a claim under her policy with UKI. UKI's contractors attended and said that some new parts were needed for the boiler, the cost of which would exceed the claim limit under the policy so Ms S would have to pay towards the costs.

Ms S made the payment (of around £116) and the contractors re-attended on 1 November 2017 to carry out the agreed work. On 6 November 2017, Ms S called to complain about the contractor. She said he had recorded on the job sheet left with her that he had spent an hour more working at her property than he really had. Ms S says the engineer made the job last longer than it need to and, as she was required to pay towards the cost based on the labour charges taking the cost over the policy limit, she should receive this money back. Ms S says he sat outside her house for ages after he left, which means that if UKI checked on his tracker it would appear he was still working. Ms S also said the contractor asked her inappropriate questions. Ms S also said she was not certain the contractor had repaired her boiler properly and was getting an independent engineer to have a look at her boiler.

The independent engineer attended on 13 November 2017 and reported that the boiler flue had not been connected properly, allowing gases to escape. Ms S says the flue was just sat on top of the boiler and not connected/sealed. When she turned the boiler on after the engineer left, steam was going everywhere, which is why she had the boiler looked at by a private engineer.

Ms S told the engineer she had been feeling unwell and so the independent engineer advised that she and her young son attend the doctor. Ms S says she was diagnosed with carbon monoxide poisoning following some tests at the hospital; and the vet also confirmed the same for her puppy.

Ms S is extremely upset by this and says it could easily have been fatal for her and her son. Ms S also apparently told UKI that on 16 November 2018, the gas supplier came and turned her boiler off.

UKI says that the independent engineer should have provided a RIDDOR report to Gas Safe under health and safety legislation, if the flue had been left in a dangerous state and without such a report, it could not investigate her complaint further. UKI said her engineer reported that he had repaired the flue and left the boiler in working order, so there would have been no need for it to have been turned off by the gas supplier if this was the case. Also it said he had not provided carbon monoxide readings to confirm this was leaking. UKI says is report is not detailed enough. Given this and the fact that neither the engineer nor the gas supplier seem to have reported any issue to Gas Safe, there's not enough evidence that its engineer acted incorrectly.

UKI also says that Ms S signed the job sheet with the attendance times on. This sheet also had a handwritten annotation (presumably from Ms S) which confirmed the contractor had been there for over three hours (albeit less time than he had entered). UKI says it would not have made any difference in cost to Ms S, as the labour costs are a fixed fee for up to three

hours work: as she confirms he was therefore for more than three hours, it makes no difference if it is 10 minutes more or 50 minutes more.

UKI also says that Ms S had the chance on the job sheet to rate the service provided. She had circled options to feedback on the communication and workmanship of the contractor indicating a score of "excellent" for both.

One of our investigators looked into the matter. He concluded that it should be upheld. The investigator did not consider it was reasonable to refuse to investigate the complaint in the absence of a RIDDOR report. He also considered that the evidence from the independent engineer and the medical evidence of carbon monoxide poisoning meant UKI had not repaired Ms S's boiler properly and had left it in a condition that meant it was leaking gases,

The investigator recommended that UKI should pay £300 compensation and, on receipt of an invoice or proof of payment to the independent engineer for the rectification work on 13 November 2017, refund that amount to Ms S, together with 8% simple interest from the date of payment to the date of the refund.

UKI hasn't responded to the investigator's assessment. Ms S has responded and does not accept the assessment. She says:

- She had to provide high satisfaction ratings on the job sheet: the engineer was in her home where she is a single parent. He had already written the incorrect time on the sheet and was asking her questions to see if she had a partner. Initially she had left that area blank but he told her to put the high rating; she felt very vulnerable so she did.
- £300 compensation is an extremely low amount, this has been a very stressful and upsetting experience, not to mention dangerous as she and her family could have died. She would have expected something in the thousands.
- She had to pay towards the costs, because of the time it would take to complete this work, this was not true. When she initially spoke to a manager at the contractor's firm, she was told that this would be refunded but it wasn't.
- This matter was reported to Gas Safe and it has records of this.

As the investigator was unable to resolve the complaint, it has been passed to me.

my findings

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

Ms S says the UKI's contractor deliberately made the job last longer than it needed to and made her feel vulnerable. Given the explanation from UKI about the way the costs are calculated and that she appears to have confirmed that he was there for more than three hours, it is difficult for me to be certain that the true cost of the work would not have been more than the policy claim limit. I am not persuaded that there is enough evidence to require UKI to refund the £116 that she paid towards this work.

Ms S says she felt she had no choice but to rate the contractor as excellent for both communication and workmanship on the job sheet he presented to her. While I can appreciate that it is sometimes difficult to give a frank appraisal in such circumstances, it does mean it is difficult for me to take this aspect of the complaint any further. There is no

independent evidence of what was said and done during this engineer's attendance in Ms S's house. This isn't to say that I doubt how she says she was made to feel, but there is not enough independent evidence for me to be able to make any award in her favour in relation to this issue.

Turning to the more serious allegation, which is that the boiler flue was not connected to the boiler and allowed carbon monoxide to escape into Ms S's home, I agree with the adjudicator that there is sufficient evidence to uphold this part of the complaint.

Ms S told UKI that she was getting an engineer to check the work done by its contractor. UKI had the opportunity to respond to Ms S's complaint about its contractor and inspect his work but it didn't do so. Ms S's engineer has confirmed that he connected the flue, which had been leaking carbon monoxide. While it is not a detailed invoice, he appears to be suitably qualified and so I have no reason on the face of it, not to accept his evidence.

Ms S reported the incident to Gas Safe and it confirmed it would follow up the complaint of incompetence but that its findings would not be reportable to her. It also said that if her engineer had completed a RIDDOR form, it would ultimately be the Health and Safety Executive that would report any findings. From the information available to me, it does appear that Ms S's engineer should have reported this but even if he was meant to and failed to do so, I do not consider that this means his evidence should be disregarded.

Ms S has also provided her hospital discharge summary dated 13 November 2017, which says:

"carbon monoxide level in VBG was 2.1... diagnosis: poisoning (NOT plant, venom, gas, vapour)".

The report says that Ms S was sent home with some verbal advice. The discharge summary is somewhat ambiguous and unclear: it's not clear what 2.1 VBG means, without a unit of measurement, and it says "NOT ...gas/vapour" poisoning. However, taking the contents in its entirety, it seems to me possible that where it says "NOT plant, venom, gas, vapour" one or more of these should have been crossed through.

In any event, it does state "diagnosis poisoning", having previously referred to her reported symptoms of carbon monoxide poisoning. The blood levels of carbon monoxide however were not such that the hospital considered Ms S needed further observation or treatment.

Having taken all this into account, I agree with the investigator that the sum of £300 compensation, together with reimbursement of any costs she paid to have the boiler fixed, is appropriate. This is to reflect the time and trouble in having to have the boiler flue fixed properly herself and in attending hospital, as well as the upset and worry caused to her. There's no evidence that her son was unwell and although she has said her puppy was also diagnosed with carbon monoxide poisoning, there is no evidence to support this.

Ms S says she would have expected much higher compensation but while this could have been much more serious, the evidence is that Ms S had relatively low level symptoms for a few days and did not require any medical treatment. While I can understand the upset and worry about this happening at all and about what might have happened, I consider £300 to be reasonable and in line with other awards made in similar circumstances.

my final decision

I uphold this complaint against U K Insurance Limited and require it to:

- pay Ms S the sum of £300 compensation for the distress and inconvenience caused by its handling of her claim; and
- on receipt of an invoice or proof of payment to the independent engineer for the rectification work on 13 November 2017, refund that amount to Ms S, together with 8% simple interest from the date of payment to the date of the refund.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 21 September 2019.

Harriet McCarthy
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