

## **complaint**

Mr and Mrs J have complained about the way that British Gas Insurance Limited has dealt with a claim under their home emergency insurance policy.

## **background**

Mr and Mrs J had a Homecare Agreement from British Gas Services (BGS) which covered their domestic boiler. They had this for five years but in June 2015 they decided to change insurers as they were unhappy about a BGS price rise. When their new insurers, HES, undertook an inspection, they noted that the flue was not properly sealed, and that the gap on the inside of the building around the flue had been stuffed with tissue paper. They declared the property dangerous and disconnected the gas supply.

BGS had inspected the boiler a number of times over the years, the last occasion being in March 2015. On this occasion, their engineer noticed the gap around the flue seal, which previous engineers had not noted. He declared that the boiler was "At risk" because it was not properly sealed, but he did not turn off the gas supply although he completed the necessary paperwork saying that he had. Mr and Mrs J say that the engineer didn't warn them of the danger the improperly sealed flue might pose, particularly the risk of carbon monoxide poisoning.

Mr and Mrs J obtained another Gas Safe report which clarified that "At risk" meant that one or more recognised faults were present which could constitute a danger to life or property without further faults developing. In these circumstances, with the customer's permission, the installation should be turned off and shouldn't be used again until the fault has been repaired.

Mr and Mrs J had a carbon monoxide alarm. This didn't detect any carbon monoxide present caused by the inadequate seal. But they did have a premature baby at home at the time and have been caused distress by the thought of what might've happened had there been a leak. They want BGS to refund them the premiums they've paid over the five years of their policy. BGS have acknowledged that their engineers were at fault in not picking up on the fact that the flue gap had just been stuffed with tissue paper and that when their last engineer visited and declared the boiler "At risk", he didn't complete the paperwork correctly. BGS have paid Mr and Mrs J compensation of £200. They've subsequently offered to pay a further £100, but this isn't acceptable to Mr and Mrs J.

Our adjudicator upheld the complaint and thought that BGS should increase their compensation to £400. BGS have said they're not willing to pay more than £300. The matter has now been referred to me to make a final decision.

## **my findings**

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

I've decided to uphold Mr and Mrs J's complaint and I'll explain why.

I think it's clear that BGS accept that their engineers over the years have been at fault in not properly identifying the fact that Mr and Mrs J's flue was not properly sealed. This fault, when

it was identified, was such as to justify the boiler being declared "At risk". This should've resulted in the gas supply being disconnected until a repair had been made. This was not done. Mr and Mrs J were therefore potentially at risk of the inadequate seal leading to carbon monoxide entering their home. But they did have an alarm that would've picked up on this if it had happened, and this was never triggered. Any risk of carbon monoxide poisoning was therefore a potential hazard rather than an actual one. However I appreciate that Mr and Mrs J have suffered distress in knowing that between March and June 2015 they lived with a risk to themselves and their baby.

I think that the service that Mr and Mrs J received from BGS was not what they should've expected from their policy. I think it's reasonable to expect that when qualified engineers carry out services under an agreement for which a customer is paying, that the services provided should be undertaken competently. Although Mr and Mrs J's policy excludes the cost of repairs to flues over one metre in length, the hazard should've been identified (if not repaired) and appropriate action taken to ensure Mr and Mrs J's safety until the flue had been properly sealed.

I agree therefore that compensation is warranted and agree with the adjudicator that the sum of £400, rather than the amount offered by BGS, is more appropriate to reflect the worry and upset this has caused to Mr and Mrs J.

### **my final decision**

For the reasons I have given above, I uphold Mr and Mrs J's complaint, and I think that BGS should increase their compensation to the level suggested by our adjudicator, namely £400.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs J to accept or reject my decision before 7 October 2015.

Nigel Bremner  
**ombudsman**