

complaint

Mrs G is complaining that British Gas Services Limited's (BG) engineer told her she had to have her flue inspected after she asked it to repair her boiler under her boiler's repair and maintenance policy.

background

Mrs G contacted BG to report a fault on her boiler fire to ask it to repair the boiler fire under her repair and maintenance policy. The engineer found the faults with the boiler fire and ordered the parts to repair it. But BG says that the boiler fire also failed the 'spillage test' – i.e. fumes were spilling out. So he 'capped off' the gas and told Mrs G that she'd have to get someone to do a flue test, as he said BG doesn't do them. Mrs G says that the engineer told her that it could be the way the wind was blowing.

Mrs G then rang a few companies to get them to do the test, but they weren't able or willing to attend. She says that the companies told her that they'd never heard of a flue failing a spillage test because of the way the wind was blowing.

BG's engineer later came back and replaced the broken parts. But he wouldn't declare the boiler fire safe because Mrs G hadn't had the flue checked yet. Mrs G eventually found a company who came and checked the flue, but didn't find anything wrong with it.

Mrs G also says that the boiler fire isn't working as well since the engineer capped it. So she says she's going to have to pay someone to repair it.

BG says that it was required to test the flue and it said that it's not uncommon for the flue to intermittently fail the spillage test. It says the engineer acted correctly in not declaring the boiler fire fit as it had previously failed the spillage test and Mrs G hadn't had the flue inspected.

I issued a provisional decision in June 2018 not upholding this complaint. I said that there were two issues Mrs G has raised on this complaint:

1. She says she was incorrectly told to have the flue inspected; and
2. She says her boiler isn't working as well as it was since BG capped it.

costs incurred in inspecting the flue

I said Mrs G was unhappy that she had to pay to have an engineer inspect the boiler when there was nothing wrong with it. She didn't think she should have had to do that and she wants BG to refund the cost she incurred.

There's no dispute that the engineer Mrs G instructed couldn't find a fault with the flue. But I said that for me to require BG to cover the cost of having the inspection done, I had to find that it did something wrong in the first place.

I appreciated that Mrs G is unhappy she had to pay for an inspection. But I said her boiler failed a spillage test – i.e. fumes were spilling out. I thought BG fairly said this was a safety issue. And I didn't think it was unreasonable for its engineer to say it was likely to be due to an issue with the flue. The terms of Mrs G's policy state that the flue isn't covered under the policy. So I said it was Mrs G's responsibility to get it checked.

BG had said that the engineer did a further spillage test when he came to fit the replacement parts. But he didn't do so. However, I didn't think it was unreasonable for him to rely on the previous spillage test as Mrs G hadn't had the flue inspected. So it wasn't unreasonable for him to say that there continued to be a safety issue.

I said I ultimately couldn't ignore the fact that Mrs G's boiler failed a safety test and she hadn't had the flue inspected since then. While the engineer Mrs G instructed ultimately didn't find anything wrong with the flue, I said I couldn't say it was wrong for BG to say she needed to get the flue inspected in the first place.

I also said that, had BG not required Mrs G to get it checked and declared the boiler safe, having failed safety test, BG would have been held liable had anything happened. So I said it was right that it insisted the flue was checked before it declared the boiler safe.

The investigator who looked into this complaint suggested that BG should refund the charge because it didn't recommend a specific company. But I didn't agree with that. Given I thought it was fair for BG to say Mrs G needed to have the flue inspected, I thought she was always going to have to incur the inspection charge, even if BG had recommended a different engineer.

Given this, I didn't think BG needed to refund the charge Mrs G incurred in having the flue inspected.

boiler still not working correctly

I said that Mrs G had told us that the boiler wasn't working as well as it was before BG capped it. But I said hadn't seen anything to show that she raised this with BG at the time. And it seems that the first time this was raised was when she referred her complaint to this service – almost two months after she cancelled the policy.

While I didn't dispute that there may be an issue with the boiler now, I said I hadn't seen anything to show that it was damaged by BG's engineer when he capped it or that the issue arose while she was still insured by BG.

Mrs G cancelled the policy because she was unhappy with the service she received from BG. I said I could understand why she did that. But I said it meant that BG wasn't insuring the boiler anymore when she raised the further issues. So, I said that unless she's able to provide something to show that the issues were present before the policy was cancelled or were caused by BG's engineer, I couldn't require BG to inspect the boiler and carry out any repairs that may be necessary.

BG responded to say that it didn't have any more information to provide. Mrs G didn't accept my provisional decision and set out in detail why she didn't agree with it. In summary she raised the following points:

1. She said I continually referred to her boiler when it was the boiler fire that was faulty;
2. She thought BG's final response to her complaint was a complete fabrication of what happened;
3. BG didn't do a second spillage test when it came to carry out the repairs, even though it said it did so;

4. She said a correct spillage test was never done. She said that according to BG's service standards, the spillage test must be done with the BBU and fire in operation. And she says that it didn't do so. She said that neither the fire nor boiler were in operation. She said it was a warm day and the doors were open when he did the test and she said it took less than a minute for the match the engineer used to burn out. She said if a correct test had been done a true reading would have been logged as in the case of her engineer's reading. She maintains that nothing failed as the correct test wasn't done;
5. She says she tried various gas safe engineers but none would come out as they had never heard anything like what BG said may be the fault;
6. She said that she never said that the boiler was not working as well since the gas was capped, but the fire. She says that had BG tested the parts fitted he would have seen that it wasn't working correctly and she was still insured at that time;
7. She says she didn't know the fire wasn't working correctly sooner because it was warm weather and the fire wasn't in use;
8. She says that it was BG who cancelled the policy.

my findings

I've re-considered all the available evidence and arguments, including Mrs G's further submissions, to decide what's fair and reasonable in the circumstances of this complaint.

I've decided to not uphold this complaint for largely the same reasons I set out in my provisional decision. But I've also taken Mrs G's further comments into account and I'll now explain why they haven't changed my decision.

First of all I apologise for referring to the boiler failing when it was a boiler fire and I can appreciate that this caused confusion. But this doesn't change my opinion on this case.

did BG do the spillage test correctly?

Mrs G says that BG didn't do a second inspection. And, as I set out in my provisional decision, I agree with her. But, I wouldn't expect the engineer to do a further test when the fire has already failed a spillage test from the flue. And I understand these types of faults can be intermittent. So, even if he did the test again and it passed the spillage test the second time, I think it's *most* likely he still would have insisted on Mrs G getting an expert to test the flue.

Given BG didn't do any work to the flue and Mrs G told it that she hadn't had the flue tested, I don't think it was wrong for it to not inspect it again.

I note Mrs G's comments that the engineer didn't do the test correctly or that the equipment the engineer used wasn't adequate. But I haven't seen enough to say what the way that he did the spillage test was so wrong to have created an incorrect reading. And BG similarly disputes that it carried out the test incorrectly. It says that it's common for flues to pass the spillage test on one occasion and then pass on another.

I appreciate that Mrs G strongly believes that the way BG did the test is what caused her to have to unfairly get the extra test done. And I have taken her comments into account. But I don't have enough to say that what BG did was wrong.

Ultimately, the boiler fire did fail the spillage test, which is a potential safety issue. And I think it was fair for the engineer to conclude that it was likely to be a fault with the flue – if there

was a fault. So BG was right to insist that Mrs G had it inspected by an expert. The fact that the expert ultimately said there was no fault isn't enough to say that what BG did was wrong.

boiler fire not working correctly after it was capped off

Mrs G says that she didn't use the boiler fire for a number of months so she wouldn't have noticed that it wasn't working. And I accept that. But I haven't seen enough to show that the fault was attributable to the work that BG's engineer did or was present when she still was insured by BG. If Mrs G is able to provide an independent report which highlights that the fault was attributable to the work that the engineer initially did, then she should submit that to BG and I'd expect BG to review this matter again. But, at present I haven't seen enough to say that this fault was caused by the work BG did.

Mrs G says that it was BG who cancelled the policy. But it appears that the policy was cancelled after she had a disagreement with BG's service manager when he visited her house. She told us when she first referred the complaint to us that the service manager asked if she wanted to phone in and cancel the service contract or if she wanted him to cancel it. She said was angry and told him to cancel it.

As I said, I can understand why Mrs G was angry. But ultimately the policy wasn't live when she discovered the boiler fire wasn't working as well as it should. Given this, and the fact that I haven't seen enough to say the fault was attributable to the repairs that the engineer did, I can't require BG to arrange to put this right.

my final decision

For the reasons I've set out above, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 16 August 2018.

Guy Mitchell
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