

## **complaint**

Miss O has complained about British Gas Insurance Limited's failure to identify a problem with a flue on her boiler during its annual service and during its subsequent repair which caused it to fail, leaving the boiler beyond economic repair. Miss O was also unhappy with the poor service and complaint handling provided by British Gas.

## **background**

Miss O's boiler was attended to by a British Gas engineer over a two day period in late December 2012 having broken down. It became apparent that a fan motor had burnt out which could have been replaced. However, it was noted that the flue gasket had corroded which meant that the boiler was condemned and had to be replaced as the part was obsolete.

Miss O is of the view that British Gas should have identified that the flue gasket was corroded during the annual service in June 2012 and that the actions of the repairing engineer in December 2012 caused the boiler to fail. Furthermore, Miss O was not satisfied with the service provided when she complained – British Gas mistakenly sent another engineer instead of a sales consultant, a service manager officered £500 in an unprofessional manner which was not put in writing and she was chased for payments after cancelling her policy.

As Miss O remained unhappy she complained to this service. Our adjudicator considered Miss O's complaint but did not uphold it. He was of the view that it was not unreasonable for the engineer not to have noticed the flue gasket problem during the June 2012 service, that there was insufficient evidence that the engineer attending in December 2012 caused the boiler to fail and although he accepted the service was poor he was of the view that the £500 offer by way of compensation was reasonable.

As Miss O did not agree, believing that the businesses explanation had been taken over hers and as she had provided an independent report supporting her position, the matter has been escalated to me for a final decision.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I must highlight, as Miss O feels that greater weight has been attached to the views expressed by the business as opposed to her own, that I have looked at all matters afresh and formed an impartial and independent view based on the evidence before me.

The issues for me to determine are whether the corroded flue gasket should have been noted during the annual service and its effect, whether the repairing engineer caused the boiler to fail and whether £500 is a reasonable amount of compensation in the circumstances.

Although Miss O is of the view that the corrosion of the flue gasket should have been noted during the June 2012 service I have no evidence of the extent of the corrosion at that time. Her independent report only considered photographs of the boiler and discussed them with a senior engineer, concluding that *'if the corrosion had been present at the time...'* of the

service it should have been picked up. However, it could not be conclusive about how long the damage had been there *'based upon photographs.'*

Furthermore, even if I accept that the engineer should have noted the damage during the June 2012 annual service any failure has not prejudiced Miss O. I say this as she would have been in the same position. The boiler would still have been condemned and had to be replaced, just at an earlier stage. It would not be fair or reasonable to hold British Gas responsible for any difference in boiler prices based on the time of year and I have not been provided with any evidence that Miss O paid a higher price for the boiler.

I have also considered the engineer's action in attempting to repair the boiler over the festive period. British Gas has confirmed the engineer's actions and that he followed the correct procedures. Although British Gas accepts that the fault with the fan was a consequence of the repair it does not accept that the fault was caused by the engineer. Either way, the fan could and would have been repaired had there not been a fault with the flue that caused the boiler to be condemned. I cannot hold British Gas responsible for the fact that, having recognised that the flue was potentially dangerous, the part was obsolete.

Finally, it is clear that the service provided was not of a reasonable standard. British Gas failed to adhere to a number of agreed appointments and it must have been extremely frustrating for Miss O to have an engineer attend her property when she required a sales advisor. British Gas did try to put things right by sending a service manager to see her. However, there was a break down in the relationship and British Gas failed to appreciate the level of Miss O's frustration when it sent her flowers and offered her £500 by way of compensation.

I am aware that Miss O believes that British Gas should pay her £1750 in compensation but I believe its offer is fair and reasonable in the circumstances. Just because the offer was not made in writing, as Miss O would have liked, does not mean that it was not made to cover the inconvenience caused. The offer is in line with general awards this service would make to account for the poor complaint handling and general poor service Miss O has endured.

### **my final decision**

It follows, for the reasons given above, that I do not uphold this complaint and I simply leave it to Miss O to consider, upon reflection, whether she wishes to accept British Gas Insurance Limited's offer of £500 compensation.

Colin Keegan  
**ombudsman**