

complaint

Mr and Mrs T complain about British Gas Insurance Limited's handling of their home emergency insurance claim.

background

British Gas attended Mr and Mrs T's property in February 2012 due to a fault with a radiator. During the visit the engineer recorded a "not to current standards" issue with the boiler flue.

A second attendance took place around two weeks later as Mr and Mrs T were without hot water. During the visit the engineer also carried out the annual service and reported the same "not to current standards" issue with the flue.

Mr and Mrs T contacted British Gas in May 2012 as a private engineer had said that there might be a plate missing from the side of the boiler. A British Gas engineer attended on the same day and confirmed that there was no plate missing as it was an open-flued boiler. The engineer noticed that there were two cracks in the flue, one of which had been previously sealed with fire cement.

The engineer felt that as one crack had already been sealed with fire cement, a further repair would not be suitable due to the integrity of the flue. The engineer confirmed that smoke and products of combustion were not escaping from the crack. However, he noted that there were signs of scorching in several places. The engineer issued an "at risk" notice regarding the boiler and recommended that the boiler be switched off. British Gas said Mr and Mrs T declined to have the boiler switched off. The engineer left the boiler switched off at the controls.

Mr and Mrs T complained to British Gas as the cracks on the flue had not been mentioned during previous visits, including at the annual service. They said that the engineers had told them there had been a change in regulations which had changed the status of the flue from "not to current standards" to "at risk".

Another engineer attended Mr and Mrs T's property three days later to determine if work could be carried out to bring the boiler up to current standards and a repair completed. The engineer reported that it was not possible to replace the parts and reroute the flue to bring it up to standards.

Mr and Mrs T complained to British Gas as there had not been any mention on previous visits that the flue was "not to current standards" or that it was "at risk". They said that this had cost them £750 as they were selling the house and had to contribute towards the cost of a new boiler. Mr and Mrs T also said that the information provided by different engineers was not clear as to why the boiler had been deemed "at risk" or why a repair could not be completed.

British Gas said that it had deemed the flue to be "at risk" due to the cracks it had identified and that, as the problems diagnosed were not immediately dangerous, it was not obliged to cap the boiler or to notify the relevant gas distribution organisation.

Mr and Mrs T remained unhappy with British Gas' response and brought their complaint to us.

Our adjudicator did not believe that British Gas had incorrectly diagnosed the flue as being “at risk” or had otherwise acted incorrectly. He also considered it likely that the cracks appeared since the annual service given that previous problems had been identified. Our adjudicator believed British Gas had caused delays in its handling of the complaint and persuaded it to offer Mr and Mrs T £50 as compensation for the distress and inconvenience caused.

Mr and Mrs T did not accept the adjudicator’s assessment, so the complaint was referred to me to review afresh.

my findings

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

Mr and Mrs T have suggested that British Gas incorrectly applied the diagnosis of “at risk” to their boiler as they were told that there were no products of combustion escaping and that British Gas did disconnect the boiler. British Gas has said that it deemed the boiler to be “at risk” as it had identified additional cracks on the flue. It has said that its engineers switched the boiler off at the controls, but it was not required to isolate the boiler or cap the gas supply as it was not immediately dangerous.

The Gas Safe Register website defines an “at risk” installation as:

“... where one or more recognised faults are present which could constitute a danger to life or property without further faults developing.

With your permission, the installation will be turned off and should not be used again until the fault has been repaired.”

Mr and Mrs T have not provided any persuasive evidence, for example from an independent engineer, to dispute the diagnosis made by British Gas. Given that British Gas identified cracks in the flue and that the seals needed to be replaced, I am satisfied that British Gas did not unreasonably deem the boiler to be “at risk” when it did.

I understand that following notification of this, British Gas left the boiler switched off at the controls and that Mr and Mrs T feel that this was incorrect and that if there was a safety risk the boiler should have been disconnected. However, given that British Gas confirmed that there were no products of combustion leaking, and in view of Gas Safe’s definition of “at risk”, I do not believe that it acted incorrectly by leaving the boiler switched off without disconnecting it. There is little to suggest the boiler was considered to be immediately dangerous, which would have led to the installation being disconnected.

Mr and Mrs T have also suggested that the cracks in the flue should have been identified during the annual service and the diagnosis of “at risk” made at that time. British Gas records show that there were two attendances in February 2012 and that, on each occasion, its engineer reported that the flue did not meet current standards.

I believe it is conceivable that the cracks in the flue that caused British Gas to deem it as “at risk” were not present during the previous attendances. British Gas has also said that the boiler was installed in the late 1970s and that previous repairs to cracks had been carried out on the flue.

Given the age and condition of the flue, I do not believe that it is unreasonable to consider that further cracks could have occurred between February and May 2012. Because of this, I do not consider that British Gas has acted unfairly or that it should contribute towards the cost of a new boiler.

British Gas accepts there were some delays during its complaint investigation process. It has agreed to pay £50 compensation in recognition of the distress and inconvenience caused as a result. In the circumstances, I do not consider an award in excess of £50 is justified.

my final decision

For the above reasons, my final decision is that I uphold this complaint in part. I require British Gas Insurance Limited to pay Mr and Mrs T £50 as compensation for the distress and inconvenience caused.

Nimish Patel
ombudsman