

## **complaint**

Ms G complains that British Gas Insurance Limited acted unfairly and unreasonably in the service it provided when her boiler leaked, and in refusing to accept liability for the damage caused. She wants compensation.

## **background**

Ms G had a repair homecare agreement with British Gas over a property she owned. Ms G arranged for an annual service to take place in late July 2018, and said that the engineer didn't seem to know how the boiler worked (he needed help to find the control valve). Ms G also said that the engineer said all was well with the boiler after he re-pressurised it, but on 8 August 2018 water was found to be coming out of the boiler, causing damage to the floor.

Ms G complained that British Gas didn't attend as expected on 8 August and missed other appointments to fix the boiler. This caused Ms G to arrange for a local plumber to stop the leak; British Gas attended on 17 August and later fixed the issue. But it refused to compensate Ms G as it said the issue was a component failure which could've happened at any point, though it paid the £74.40 cost of the local plumber isolating the leak. Ms G suspected that the engineer in July did something that caused the leak in August, but British Gas denied this. British Gas also said that it had attended the property twice on 8 August, but no-one was present to let it gain access and Ms G's agent didn't answer the phone number supplied. It accepted that it was late to another appointment to fix the leak, which meant no-one was present at the property and paid £30 compensation for this failure.

Ms G complained to us. The investigator's view was that he couldn't find that the boiler leak had been caused by British Gas and felt that it was unlikely that the service caused the component to fail as it would've been immediately obvious. He thought that the component failed due to wear and tear. But he noted that British Gas had been trying to contact Ms G on the phone using a number it knew was international, but using a UK code; he thought that this was why British Gas couldn't reach Ms G when it phoned. The investigator also thought that the agent and third parties had been available to give British Gas access to the property. He said British Gas should pay another £350 compensation for the upset caused by the missed appointments, together with Ms G's call costs.

But the investigator said as British Gas didn't cause the leak, and the leak was found by a cleaner visiting the property (so the damage had been done by the time of discovery), he didn't think the costs connected to replacing the floor should be paid by British Gas, nor should any lost rental income.

British Gas disagreed. It said it hadn't been able to reach anyone on any of the numbers supplied by Ms G, so it felt its inability to gain access to the property earlier wasn't its fault. It thought £30 compensation for one missed appointment was fair and reasonable. Ms G agreed with the investigator's view.

## **my findings**

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

The purpose of an annual service is to ensure appliances are working safely and efficiently. If the checks or inspection indicate that there's a problem, the engineer is expected to either repair the appliance or make it safe. But this doesn't mean that nothing can go wrong with the appliance after the annual service has taken place, and that if it does, British Gas is to blame.

In Ms G's case, the only expert evidence available, provided by British Gas's engineer, shows that the boiler leak happened because a plastic manifold cracked. This is a component failure. In the absence of any expert evidence to the contrary, I think this is what's likely to have happened.

From what I understand, checking each component isn't part of the annual service process and the manifold normally wouldn't be touched in such a service. So I can't find on the basis of the evidence that it's more likely than not that British Gas caused the leak; the failure appears to be due to wear and tear. And I agree that it's more likely than not that the damage to the floor had been done by the time the leak was discovered. I won't require British Gas to pay for the costs connected to the installation of a new floor or any lost rental income.

I also looked at the issue of customer service generally. Ms G's policy is a landlord's policy, and access to such properties is always likely to be more complicated than when dealing with a property occupied by a resident owner. Equally though, prompt attendance is expected for landlord policies as effectively it's a business policy. British Gas was also aware that Ms G would struggle to be personally present to give access, and was given details of third parties assisting Ms G. British Gas hasn't explained why its engineers kept attending the property on 8 August without agreeing an appointment time or speaking to the people with access on the phone. From the evidence, it's clear when an appointment time was agreed, someone was present. And the records show that British Gas was trying to call one number which was international using a UK dialling code. Gaining access wasn't an insurmountable issue, given a local plumber gained access, as did British Gas later.

And it's also clear from the evidence available to me that Ms G was getting increasingly frustrated and upset that water was leaking from her boiler and British Gas wasn't attending the property to stop the leak. Ms G arranged for someone to sit in her property (not a neighbour) and British Gas accepted that it didn't attend in time; it also appears to have failed to update about its late arrival despite sending texts about the appointment time. The upset and frustration was increased by Ms G being unable to attend in person and trying to rent out the property, and feeling that she wouldn't be able to rely on British Gas when the property was rented out and she was abroad. She also had to make a number of calls trying to sort out the issue of attendance at the property by British Gas.

Compensation for trouble and upset compensates the consumer for the trouble and upset they actually suffered, and isn't calculated according to the nature of the failure. So in these very specific circumstances I'm satisfied that £350 is fair and reasonable. British Gas has already paid £30 and the costs of the local plumber, which is also fair and reasonable, but didn't adequately compensate Ms G for the trouble and upset she felt. British Gas should also pay Ms G's call costs for arranging the second and third engineer's appointments on receipt of telephone bills.

### **my final decision**

My final decision is that I uphold the complaint and British Gas Insurance Limited should pay an additional £350 compensation for the trouble and upset it caused Ms G as well her call costs for arranging the second and third engineer's appointments upon receipt of the relevant evidence, such as phone bills.

British Gas Insurance Limited must pay the compensation within 28 days of the date on which we tell it Ms G accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple\*.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 18 May 2019.

Claire Sharp  
**ombudsman**

*\*If British Gas Insurance Limited considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Ms G how much it's taken off. It should also give Ms G a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.*