

complaint

Ms J's complaint relates to British Gas Insurance Limited's decision not to replace her boiler and gas fire, after she believes its engineer damaged both appliances during visits to her property. Ms J is also unhappy with the service provided by British Gas generally and the behaviour of its representatives towards her.

background

Ms J holds a homecare agreement, underwritten by British Gas Insurance Limited.

In July 2011, an engineer from British Gas attended Ms J's property to carry out a service on her boiler and fire. Following this visit, Ms J could smell gas and called the National Grid to attend her property. It transpired that the pilot light had been left burning on her fire by the British Gas engineer who serviced it. National Grid resolved this for Ms J.

In December 2011, Ms J contacted British Gas as she was concerned that the gas fire had not been serviced properly as she was having trouble lighting it. An engineer from British Gas attended two days after her call and confirmed that the gas fire was working correctly.

In February 2012, Ms J contacted British Gas as she had no heating and hot water. An engineer attended and confirmed that the boiler was working correctly and there were no faults identified. The engineer also bled the radiators.

However, Ms J called British Gas two days after this visit as there was a lot of noise coming from her central heating system. She says that it was damaged by the engineer that came out to service it. An engineer attended again and was unable to identify any problems with the boiler. The engineer recommended that due to the boiler's age, and wear and tear, it may be beneficial to have the boiler replaced.

However, in April 2012, British Gas sent an engineer to Ms J's property to assess the damage that she says had been caused by the British Gas engineer to her boiler and also in relation to her gas fire which she also says was damaged during the previous service.

British Gas did not find anything wrong with the boiler and said that any noises were typical of a boiler of its age.

With regard to the fire, the engineer who attended issued a "not to current standards" notice and an "at risk" notice due to a lack of ventilation. He also confirmed that the back and sides of the fireplace may need painting. British Gas agreed as a goodwill gesture to reattend to paint the fire. However, when a second engineer attended two days later he thought that he would not be able to paint the panels as he could not guarantee a satisfactory finish. The engineer also confirmed that the fire was at risk; he turned it off and re-issued the "at risk" notice.

Ms J is extremely unhappy with the service provided by British gas and has made submissions which include the following:

- British Gas "destroyed a boiler that was working beautifully, and also devastated [her]...beautiful fireplace".
- Leaving the pilot light on left her at considerable risk and she has suggested this may have even been deliberate.

- She contacted British Gas several times about the smell of gas but it refused to attend and she therefore contacted National Grid.
- She wants us to “employ an independent Specialist Boiler Engineer to come and inspect the Boiler”.
- Some gas pipes “buckled due to high pressure” and she had to have some repair work carried out by her new home emergency insurer.
- A service manager who was due to attend to assess the damage did not show up for a prearranged appointment which wasted two days.
- The engineer that serviced the fire scratched the back panel – large scratch which she says looks like ‘Hi’ (although in an email 25 June 2012 she says it was scratched accidentally by a British Gas engineer a few years earlier).
- The engineer gave her a form to sign – she says that she put some comments on the form but he tampered with it and “ran off” with it.
- Following her complaint about this, two other engineers attended with a new form and to see what could be done about it he tried to scratch the paint of the side panels, she can only think in an attempt to see if it could all be brought back to the same colour.
- The paint which had been scratched off left residue in the fire, which meant it could not be turned on properly. The normal servicing of the fire includes cleaning the coals and removing dust. This should have been done as part of the service but also because they had caused it.
- The engineers that damaged the fire were going to replace the panels but then found that they were no longer being made decided to cover up what they had done.
- A British Gas representative refused to pass on the message to the engineer to get him back to finish the service and clean the fire.
- She has had the fire looked at by an independent engineer but she has not been able to get a written opinion from him. He asks that we contact him direct to get confirmation that the damage was caused wilfully and was not due to ‘wear and tear’.
- A manager attended unannounced – in response to her complaint – and shouted at her and was abusive.
- She believes that he did not look properly at the gas fire, and he also did not take a look at the boiler which was making noises.
- She had a text to say someone was coming to see her in January 2013 but no one turned up. She wants a total of £300 compensation for her wasted time and the inconvenience, including not being told that they were not going to attend.
- She has been a customer of British Gas generally for 33 years and therefore, as compensation for the errors it has made, she wants cover free of charge for the next 33 years.

I understand that Ms J replaced her boiler in December 2012.

British Gas did not accept any liability in respect of the fire but says that it had offered to repaint the fire panels as a gesture of goodwill because she was unhappy with the service received. On attending however it determined that it would not be able to repaint the fire itself and so offered the sum of £40, which it considers would be sufficient for Ms J to arrange this herself.

British Gas says:

- It has a record of one phone call on 10 July 2011 regarding the pilot light being on. It made an appointment for an engineer to attend. It says that she did not tell them

about the smell of gas or that National Grid were already due to attend at that stage. The engineer called Ms J later and she told them that National Grid had already turned off the pilot light and resolved the issue and therefore the visit was cancelled.

- It attended in June 2012 but did not consider there was damage to the fire other than wear and tear.
- There are areas of rust and paint peeling on the front fender and therefore the paint on the panels is in line with this, it did not feel it could achieve a satisfactory finish given this and so offered a cash settlement instead.

Our adjudicator recommended that Ms J's complaint should be upheld in part. He did not believe that the British Gas engineer would wilfully leave the pilot light on her boiler, nor did he believe the damage to her gas fire was deliberately done by its engineer. He did however believe a payment of £100 was warranted for the way in which Ms J's complaint was handled.

British Gas agreed to offer a further £100 as per our adjudicator's recommendations and in addition to the £40 already sent to Ms J.

As Ms J remained dissatisfied, she requested that her complaint be referred to an ombudsman for final determination.

my findings

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

Ms J believes that British Gas' engineer deliberately left the pilot light burning when he serviced her boiler, which meant that she could smell gas and that she was put at risk. Although I note her strength of feeling, there is no convincing evidence that the pilot light was left on by the British Gas engineer – whether deliberately or by mistake.

Ms J also says that a private engineer told her that the noise from her boiler was a "case book symptom of a boiler having too much high pressure" which she says was "without a doubt adjusted/or caused by the incompetent BG service engr in 2011".

However, as far as I am aware, there is no independent evidence that this was the cause of the noise and certainly no convincing evidence that the pressure was adjusted during the service and that this should not have been done.

Ms J would like me to appoint an independent expert, to obtain this evidence for her, but this is not possible. While we have an inquisitorial remit, we do not normally extend that to obtaining independent evidence ourselves.

In order to be satisfied that British Gas should reimburse Ms J for the cost of a new boiler then she has to establish that it only needed to be replaced because it was damaged as a result of negligence on its part. It is not for us to obtain such evidence for her. Other than her own belief that this is what happened, there is no convincing evidence to support her claim.

Therefore, based on the evidence currently available, I am unable to conclude that British Gas damaged her boiler, or failed to carry out any repairs properly under the policy.

With regard to the damage to Ms J's gas fire. Ms J explained that she witnessed the engineer scratching the paintwork off the back and side panels of the gas fire and it has since been left this way.

British Gas says that the damage to Ms J's gas fire is due to the impact of heat when in use and from natural wear and tear. British Gas escalated this complaint and a service manager has attended who has also said that he thinks the damage is normal wear and tear – rather than deliberate scratching off of the paint.

Ms J did get another engineer to look at her fire who she says told her the damage was clearly wilful. However, he has not provided any comments in writing.

In the absence of any persuasive evidence that the paint has come off due to any action on the part of British Gas I am not persuaded that it is reasonable for me to require British Gas to either repaint or replace Ms J's fire, or make any other payment other than the £40 already offered.

Ms J is also extremely unhappy with the general service provided by British Gas: that the service manager initially attended without any prior notification while she was out and left a card through the door; missed appointments and the service manager's attitude towards her.

British Gas has accepted that some improvements could have been made in the way the complaint was dealt with. There is a direct conflict of evidence as to what happened during the service manager's visit, but I agree with the adjudicator that this visit clearly left Ms J upset.

Having considered all the information available, I agree that the £100 recommended by our adjudicator and agreed by British Gas is fair and reasonable in all the circumstances to compensate Ms J for any distress and inconvenience caused by its handling of her complaint.

my final decision

My final decision is that I uphold this complaint in part.

British Gas Insurance Limited must award Ms J £100 compensation in full and final settlement of her complaint. This payment is in addition to the £40 already sent to her during her complaint.

I make no further award against British Gas Insurance Limited.

Harriet McCarthy
ombudsman