

complaint

Mr and Mrs T complain about the actions of British Gas Insurance Limited.

background

Mr and Mrs T were customers of British Gas for many years and held a Homecare agreement, providing cover for their boiler and central heating system, amongst other things.

In 2011, a complaint was raised by Mr and Mrs T, as a British Gas engineer had refused to complete the annual service, provided as part of their cover, as he said the boiler was too high. As far as Mr and Mrs T are concerned this complaint was never satisfactorily dealt with and I understand that no service was carried out in that policy year.

In February 2013, Mrs T contacted National Grid due to the smell of gas at her property. National Grid attended the property and made it safe. Mrs T then contacted British Gas regarding the gas leak and an appointment was arranged. An engineer attended to trace the source of the gas leak and capped off the gas meter.

About a week later Mr and Mrs T called British Gas again – British Gas' records show this was reported as the boiler losing pressure but Mr and Mrs T say that it was due to a water leak discovered after removing a panel – from a pipe upstairs down into the garage.

At that time, Mr and Mrs T were in the middle of having a replacement boiler and central heating system installed. The British Gas engineer advised Mr and Mrs T that the leak was caused by the new system being unable to withstand the pressure of the new boiler (which it says was unsuitable). He also said that the new boiler had not been installed in accordance with Gas Safe regulations.

British Gas advised Mr and Mrs T to contact the installers of the new boiler and cancelled the central heating element of their cover, as it said that it could not cover the boiler in these circumstances. After Mrs T contacted British Gas it agreed to reinstate cover. However, after an engineer's attendance in February 2013, it said again that it would not repair the leak as British Gas thought it was due to incorrect third party installation and maintained that the boiler would no longer be covered. The remaining parts of Mr and Mrs T's cover remained in place.

After various members of British Gas handling the complaint and attending Mr and Mrs T's property, the complaint remained unresolved to their satisfaction. British Gas maintained it would not complete any repairs to the central heating system until the required remedial work was carried out.

Mr and Mrs T had work carried out privately to correctly install the boiler and new system. However, they remain unhappy about a number of issues, including:

- British Gas' decision to remove the central heating element of cover without warning or consent, they consider this to be a "breach of contract and negligence".
- Refusal to repair what they consider was a pre-existing leak, present prior to the installation of the new boiler. The new boiler was not operational until March 2013 and so was not the cause of the leak – they have provided a Gas Safety Inspection certificate to confirm the date.

- They have provided a report, dated December 2012, from a contractor who came to repair a leak under their plumbing cover which said "slight leak on stack in garage on condensing pipe connection call and ask for British Gas engineer. 1st need to clear the area around stack".
- British Gas agreed to return the next day and repair the leak and reinstate cover but after waiting for over six hours the manager's refusal to attend an appointment on 15 February 2013 and to provide a written response to their complaint.
- Their engineer repaired the leak and the new boiler was connected.
- British Gas' failure to carry out annual service between June 2011 and February 2013 – paid for as part of the cover – and which had been serviced whilst in the same position for more than 15 years previously without problem.
- The refusal to service the boiler because of its location was part of the reason they replaced the boiler – it had only been installed in 2008 and was still perfectly good.
- There was low pressure entering the system – which was potentially dangerous – and if British Gas had carried out the services it was meant to this would/should have been picked up earlier than it was.
- Mr T has medical problems and both are of an age that has meant this has caused significant trouble, inconvenience and discomfort to them. They want considerable compensation to reflect this.

Mr and Mrs T therefore brought their complaint to this service for investigation. British Gas made an initial offer to Mr and Mrs T in light of the service issues experienced.

British Gas said it would send an engineer to their property and confirm whether it would be prepared to provide cover for the central heating system again. If it is, then British Gas said it would provide one year's free Central Heating cover. However, should it have been found the system was not suitable for cover; British Gas was prepared to pay the monetary equivalent to one year's free Central Heating cover (ie £240).

Our adjudicator recommended the complaint should be upheld in part. He was not persuaded the leak present in 2013 was pre-existing. He also did not consider Mr and Mrs T gave British Gas an opportunity to investigate the leak as they were advised to contact British Gas but never did.

Our adjudicator also noted an annual service was not completed and so, in addition to the original offer made by British Gas, requested it reimbursed the amount Mr and Mrs T paid for the annual service (ie an additional £48, and therefore a total of £288).

Mr and Mrs T disagreed with our adjudicator's findings and the complaint has been referred to me 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.

There seems to be no reasonable explanation as to why British Gas refused to carry out the routine annual service in 2011 – it had carried out services in previous years with no difficulty. And it appears that even though a complaint was raised no arrangements were made to carry out the service within that policy year. I can see why Mr and Mrs T were aggrieved about this and why they would expect some compensation in addition to reimbursement of the part of the policy premium that is attributable to the service.

Mr and Mrs T have said that if the service had been carried out when it was due, it would have identified the low gas pressure coming into the property and would have avoided later difficulties, but there is no independent evidence to support this. It is not clear from the evidence I have seen what caused the pressure to be low or when this might have first occurred. I cannot therefore say with any degree of certainty whether it would have been identified had a service been carried out in 2011.

With regard to the water leak, it is clear from the report provided by Mr and Mrs T that there was a leak on a central heating pipe in December 2012 – before they had started installing the new system. However, it is not clear why they did not report that leak at the time, as they were advised to do, or whether it is the same leak as they wanted British Gas to repair in February 2013. It seems to me possible that Mr and Mrs T did not report that leak, as they were already planning to have the entire central heating system replaced.

It does not seem to be in dispute that the contractors who installed the new system did so incorrectly, as Mr and Mrs T had to employ another private contractor to carry out significant work to rectify the system, including to “remove newly installed ... boiler, pipe-work, flue and under floor heating controls” and re-install it elsewhere.

However, I also note that Mr and Mrs T say that the new system had not been switched on at that stage, and I note there is a commission certificate dated later. Indeed they have said in one letter that the boiler was not even purchased, let alone installed at the time they reported the leak. Although this does not correlate with the fact they also say British Gas told them the boiler they had chosen to install was not correct for the system. There is no conclusive evidence either way.

It is impossible for me to say whether the new system was the cause of another leak. Whilst I note that Mr and Mrs T says that as inadequate gas pressure (which was rectified by National Grid) was entering the property, the leak could not have been caused by too high a pressure within the system, but there is no independent evidence that this is impossible. In any event, it appears that the internal leak was a water leak and so would have been caused by the water pressure being too high, rather than gas pressure.

On the evidence currently available, I am unable to conclude that the leak reported in February 2013 was the leak that was already present on the original central heating system. It follows therefore that I am unable to conclude that British Gas should have repaired it.

Mr and Mrs T say that their own contractor repaired the leak, but it is not listed as far as I can see in the list of works he provided, and I have no evidence of how much this cost.

In any event, however, it seems to me that British Gas' response was not entirely satisfactory. They told Mr and Mrs T central heating cover was removed (which on the current evidence was not unreasonable) but then immediately told them it was reinstated, then removed again. A manager had made an appointment to attend, which he later refused to do without any warning. It seems to me that an attendance and proper explanation of British Gas's position may have alleviated matters at that stage.

Therefore I agree that some compensation is due for this – British Gas has agreed to one year's free cover or the cash equivalent. It seems to me that this plus the annual service should simply be paid to Mr and Mrs T without any further inspection, and if they want to

take cover with British Gas again in the future they can arrange that direct and British Gas will do a first inspection of the boiler as is its usual practice.

In my opinion, this payment is appropriate compensation for the error with regard to the annual service and the handling of the claim.

I appreciate that, given Mr and Mrs T's personal circumstances, it would have been both inconvenient and distressing being with no heating or hot water for some time while having the boiler properly installed, however, this does appear to be as a direct result of their own contractor's errors and not as a result of any action on British Gas' part.

my final decision

For the reasons set out above, I uphold this complaint in part and direct that British Gas Insurance Limited should pay Mr and Mrs T the sum of £288 by way of compensation for the trouble and inconvenience caused by its handling of their cover.

Harriet McCarthy
ombudsman