

complaint

Mr H complained that British Gas Insurance Limited's appointed contractor failed to test his boiler correctly which led to him incurring unnecessary costs.

background

Mr H applied to take out a British Gas HomeCare policy for a rental property he owned. As part of the application process, British Gas arranged to carry out a first service check on the boiler, to confirm if it was prepared to offer cover.

A British Gas engineer inspected the boiler on 25 January 2018. The engineer said the boiler failed the first service check as he'd detected products of combustion in the boiler casing. He provided a quote for approximately £1,300 to replace the heat exchanger, which he said was broken, and suggested that a new boiler may be more advisable. He also issued a "*Safety Warning Notice*" indicating the boiler was potentially unsafe and shouldn't be used.

Mr H contacted the boiler manufacturer, who I'll call "IB", on 26 January 2018 as he was unhappy with British Gas's quote. He said it offered to complete the repair for £300. But Mr H said IB asked him for the British Gas's engineer's ID number so it could check he was gas safe registered. This information hadn't been left by the engineer, so Mr H contacted British Gas's customer service department. When it was unable to provide the number, IB had the gas supply to the property disconnected as a precaution until a gas safe engineer was on site.

Mr H has said he had to arrange for a third party gas engineer, who I'll call "S", to attend the property on 27 January 2018, at a cost of £100, so the gas supply could be reconnected.

When IB inspected the boiler on 30 January 2018 it could find no fault with the boiler, and suggested the British Gas engineer had failed to test it correctly. Mr H said that as he'd paid a fixed price for the call out and repair, the IB engineer carried out a non-essential repair to the boiler.

Mr H complained to British Gas. He said he'd incurred unnecessary costs having the boiler inspected again and having the gas supply reconnected. He also said his tenants had been without hot water and heating for a number of days. He also felt he'd been misled about who'd carry out the boiler inspection, as he'd been told that British Gas didn't use contracted engineers, which it had on this occasion. He was also raised concerns about the competence of the engineer, as he'd inspected the boiler incorrectly.

In investigating his concerns, British Gas had its service and repair manager inspect Mr H's boiler. He found the boiler to be in working order, and didn't find any evidence of products of combustion. As a gesture of goodwill, the engineer completed the first service check, issued a landlord's certificate and completed some minor work to the flue.

British Gas partially upheld Mr H's complaint. It acknowledged that the original engineer tested the boiler incorrectly, but it said the works and quotes for repairs were correct. It relied on the fact that S had found the same problem with the boiler, and had also issued a "*Warning/Advice (Danger Do Not Use) Notice Report*". But it offered Mr H £210 compensation for the trouble and upset he experienced in raising his complaint and the problems he'd encountered with British Gas.

Mr H was unhappy with British Gas's offer of compensation, so brought his complaint to our service for consideration. Our investigator upheld the complaint. He was persuaded the original engineer's diagnosis had been incorrect. As a result he recommended that in addition to the compensation offered it should also pay Mr H £400 to cover the costs he encountered having the gas supply reconnected and having the unnecessary repair work carried out.

Mr H agreed with the investigator's findings. But British Gas didn't reply by the deadline set, so the case was passed for an ombudsman's final decision.

While the case was awaiting allocation to an ombudsman, British Gas provided some further information for our consideration. It said:

- the problem its engineer identified led to it classifying the boiler as "at risk", but wouldn't have led to the gas being disconnected. So it said it wasn't responsible for the property being without gas for a number of days;
- S reached the same diagnosis as its engineer, which showed the diagnosis wasn't incorrect;
- IB had provided a report which showed that parts had been replaced, which may have resolved the underlying issue its engineer had diagnosed
- but it accepted that while its engineer had identified the correct problem with the boiler, he'd quoted for an incorrect part to fix it.

In view of British Gas's new information I asked Mr H if he had any evidence of the repairs IB had carried out, and whether they'd been necessary to resolve the underlying problem the original engineer had detected.

Mr H provided evidence from IB to show the repairs that were carried out weren't essential and didn't stop products of combustion, which it had found no evidence of.

Having considered all the information presented by both sides, I issued a provisional decision on 4 April 2019.

my provisional findings

I explained why I considered British Gas should pay Mr H £400, to compensate him for the unnecessary costs he'd incurred.

British Gas accepts its engineer had tested the boiler incorrectly, and against the manufacturer's guidelines. It also noted that its service and repair manager had given the engineer feedback on the correct way to test this type of boiler.

Having carefully considered the available evidence, I was persuaded that the engineer's diagnosis was also incorrect.

I found it persuasive that when IB inspected the boiler on 30 January 2018 it found it to be in full working order, despite no repairs having been made. It confirmed that while it had carried out a repair, this was not an essential repair to stop products of combustion. It also confirmed there was no evidence of products of combustion when its engineer carried out the tests.

I considered the fact that S had also inspected the boiler and reported the escape of products of combustion from the heat exchanger. But Mr H explained he instructed S to reassure his energy supplier that the boiler had been inspected by a gas safe registered engineer so the gas supply could be turned back on. He said he questioned the “*at risk*” notice with the engineer the following week and the engineer admitted he’d also tested the boiler incorrectly, leading him to diagnose the escape of products of combustion. Mr H has said the engineer later agreed to update their records about how they tested IB boilers in the future.

While Mr H hasn’t been able to evidence the conversation he had with S, I’ve no reason to doubt what he’s told me. And it seems to be supported by the later inspection by IB on 30 January 2018, which found there was no problem with the boiler.

I also found it persuasive that when British Gas’s service and repair manager inspected the boiler in April 2018, which was performed correctly, he found no evidence of products of combustion within the casing. This was despite only a non-essential repair having been carried out by IB.

I concluded that the original British Gas engineer failed to test the boiler correctly which led to an incorrect diagnosis. So I considered what impact this had on Mr H.

reconnecting the gas supply

I accepted that British Gas did not disconnect Mr H’s gas supply. The decision to do so was made by IB and his energy supplier. But I was persuaded that British Gas’s actions led directly to the gas supply being unnecessarily disconnected.

I was persuaded that had the original engineer tested the boiler correctly Mr H wouldn’t have needed to contact IB for a comparison quote. British Gas accepts it wasn’t able to provide its contractor’s ID or gas safety number in a timely manner. Without this information IB and the energy supplier couldn’t satisfy itself that the appliance had been left in a safe condition, and so disconnected the gas supply as a precaution. I think this was a reasonably foreseeable consequence of British Gas’s errors.

While Mr H hasn’t been able to provide evidence of what he paid, it’s clear there would’ve been a cost involved. I asked British Gas for its comments on what it considered a reasonable cost for this call out, but to date I’ve had no reply to this request.

In the circumstances, taking everything into account I don’t consider the £100 Mr H said he paid was unreasonable. I’ve taken into account that S was called out as an emergency and on the weekend, which would likely have added to the cost. I considered British Gas should reasonably cover this cost.

repair to the boiler

IB has confirmed that the repair it carried out on 30 January 2018 wasn’t essential. As such, it seems unlikely Mr H would’ve had this work done, and incurred the £300 charge, had he not received British Gas’s engineer’s estimate for repair costs. So I consider British Gas should also reasonably cover this cost.

responses to my provisional decision

British Gas didn't agree with my provisional decision. It maintained that it wasn't responsible for reinstating the gas supply as it didn't advise it be switched off. It was also satisfied that the original engineer's diagnosis was correct as it was echoed by S.

Mr H acknowledged the provisional decision, but made no further comments.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. This includes British Gas's response to my provisional decision. Having done so, I'm still minded to uphold this complaint, for much the same reasons as I set out in my provisional decision.

British Gas's position appears to be based on the belief that there was a problem with Mr H's boiler that needed to be fixed. I don't agree the evidence supports this position.

I accept that two engineers identified a problem with the boiler. But it's been shown that neither engineer followed the manufacturer's instruction manual when they did so. When the boiler was retested correctly, both by IB and British Gas's service and repair manager, no fault was found. IB has also confirmed that the repair it carried out was not essential, and wouldn't have stopped products of combustion.

So I'm satisfied British Gas's engineer misdiagnosed a problem with Mr H's boiler during the first service check. I therefore consider that British Gas is responsible for compensating Mr H for the events that flowed directly from this mistake.

I accept British Gas didn't disconnect the gas supply to Mr H's property. But I'm persuaded its actions, and those of its engineer, led to it being disconnected unnecessarily.

Had the engineer tested the boiler correctly, it seems more likely than not, he wouldn't have identified products of combustion. I say this because products of combustion weren't identified during either of the tests that were carried out correctly.

British Gas has also accepted that it was unable to provide its engineer's ID or gas safe number in a timely manner.

The gas supply was disconnected because of the risk associated with products of combustion being found, and being unable to verify the engineer was gas safe registered. I consider this link is clear, and is directly related to British Gas's actions. So I'm satisfied British Gas should be held fairly and reasonably responsible for the costs incurred in having the gas supply turned back on.

British Gas has provided no further comment about the costs Mr H said he incurred. So I remain of the opinion that it should cover the full cost Mr H incurred.

It's clear that Mr H has experienced some trouble and upset while pursuing his complaint with British Gas. It took a considerable time to deal with his complaint in the first place, and then made ongoing mistakes while it was looking into his concerns. But I consider the £210 British Gas has already offered him is fair and reasonable in the circumstances, so I won't be

asking it pay any more. I should explain that I can't take into consideration the inconvenience caused to Mr H's tenants when the boiler was disconnected, as they're not parties to this complaint. But I have considered the potential detrimental impact on Mr H's relationship with them when considering what's fair compensation in the circumstances.

my final decision

For the reasons set out above, I uphold this complaint.

British Gas should now pay Mr H

- £100, plus 8% interest from 27 January 2018, to reimburse him for the cost incurred in having the gas supply reconnected
- £300, plus 8% interest from 30 January 2018, to reimburse him for the cost incurred in having the boiler retested and the non-essential repair work completed
- £210 compensation it has previously offered (unless this has already been paid)

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 4 July 2019.

Lisa De Noronha
ombudsman