

## complaint

Mrs R is unhappy with the service provided by British Gas Insurance Limited in relation to her boiler and central heating insurance policy. In short, Mrs R says that its failure to maintain her boiler properly and carry out appropriate safety checks during an annual service, meant there was a dangerous gas leak at her property, which put her health at risk.

## background

Mrs R has held the insurance cover with British Gas for a number of years and it has serviced the boiler every year. The two most recent services (prior to this incident) took place in June 2016 and June 2017. The service engineers had recorded in 2016 and 2017 that the bracket fixings holding the flue in place were defective and that there was no visible earth bonding on the boiler.

On 7 December 2017, a carbon monoxide detector in Mrs R's property went off. She called National Grid who attended within an hour to shut off the gas supply. Mrs R says she then *"virtually had to beg"* British Gas to also attend to fix the problem that had caused the leak.

British Gas attended and told Mrs R that the seals on the boiler flue had perished allowing gas to leak. These were replaced but Mrs R was without heating and hot water for around 30 hours while this was done.

Mrs R is extremely distressed by the incident. She is unhappy that this was not spotted by British Gas during the annual service it carried out. Mrs R says she had been suffering from headaches and was lethargic for a few weeks before finding the leak and attributes health problems that she is still experiencing to her exposure to carbon monoxide.

British Gas says that the seals perished and caused a leak due to general wear and tear. It says the seals are thin rubber and over time they become brittle and can break. At the time of the services there were no gas leaks and so no reason to replace the seals. British Gas says the remedial work it had identified in 2016 and 2017 during the annual services would have been issues for Mrs R to resolve. They were not matters that would be covered under the insurance policy. British Gas also said that if the fixings for the flue had been in place properly, it may have protected the seals from damage and may therefore have prevented the leak.

One of our investigators looked into the matter. He asked for more information about the flue fixings. British Gas agreed to go and inspect the flue again. It did so and found that the flue was not fixed properly and was considered 'at risk'. British Gas says this should have been fixed to the wall properly when the boiler was installed (and is therefore not its responsibility). While there however British Gas did *"fix screw to flue clamps"* it says brackets weren't required due to the configuration of the boiler. British Gas also cemented around an outside wall outlet, which had crumbled slightly, as a gesture of goodwill.

The investigator recommended that British Gas also pay Mrs R the sum of £250 compensation for the distress and inconvenience caused to her by its handling of this matter. He considered that it should have told her previously that there was a problem with the flue fixings and there's no evidence it had done so.

Mrs R doesn't accept the investigator's assessment. She says that her flue doesn't have brackets, which is what British Gas had first referred to the fixings as, it has clamps instead

because of its configuration and even without the screws that British Gas put in, the flue was firmly in place. Mrs R has asked for a minimum of £10,000 compensation for the effect on her health and reimbursement for all the medical treatments she has had to pay for.

As the investigator was unable to resolve the complaint, it has been passed to me.

### **my findings**

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

During an annual service some basic checks are performed to ensure a boiler is working properly and safely. These include testing for gas emissions.

Mrs R feels very strongly that the state of the seals that eventually perished to the point of allowing gas to leak must have been obvious during the service visit in June 2017. However, I have no convincing evidence that this would be the case. British Gas's records show that the boiler was serviced and there's no record of any problems with the emissions. So I don't consider there's any evidence to support that there was a carbon monoxide gas leak prior to December 2017.

British Gas did however, previously find that the fixings to the flue were not adequate but there's no evidence it warned Mrs R about the problem, which it obviously should have done. It has suggested to us that this may have caused more wear and tear to the seals.

It is difficult for me to know what difference it would have made if British Gas had told Mrs R this at the time. I also note that she says the flue was securely in place. Overall, I don't consider that there is enough evidence for me to conclude that the leak would not have happened, if British Gas had told Mrs R about the fixings.

As I don't consider there is enough evidence to conclude that British Gas is responsible for the carbon monoxide gas leak, it follows that I don't consider it is responsible for any effect that had on Mrs R. However, even if I were wrong about that, I haven't seen enough evidence to conclude that Mrs R's symptoms are related to the carbon monoxide leak.

Mrs R has provided a recent letter from her GP which mentions some symptoms Mrs R had reported and which he says may be due to carbon monoxide poisoning. However, the symptoms referred to were reported to him at appointments in April, May and August 2016 (and a diagnosis was made that would explain the symptoms at that time) and no mention is made of any appointments or symptoms between June 2017 and December 2017. There's also a letter from the ear nose and throat department of her hospital which refers to various ongoing health issues and reports that Mrs R told the specialist she'd suffered carbon monoxide poisoning. However, the specialist did not confirm a link between Mrs R's symptoms and carbon monoxide poisoning.

I can completely understand Mrs R's concern about being exposed to carbon monoxide gas, which can be extremely harmful. However, there is simply not enough independent evidence that she was exposed for any length of time; that it was the cause of her health problems and symptoms; and, if they are linked, that the leak was entirely due to something British Gas did wrong.

However, I agree with the investigator that while I am pleased to note that British Gas has secured the flue and the outlet pipe, free of charge, some additional compensation is warranted for the failure to tell Mrs R about then issues at the time it found them. I agree that £250 is appropriate for this.

**my final decision**

I uphold this complaint against British Gas Insurance Limited and require it to pay Mrs R the sum of £250 compensation for the distress and inconvenience caused by its handling of her policy cover.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 25 October 2018.

Harriet McCarthy  
**ombudsman**