

## **complaint**

Mr and Mrs M complain that an engineer employed by British Gas Services Limited (“British Gas”) to carry out an annual central heating boiler service under their home emergency insurance policy left it in an unsafe condition leaking gas and fumes. Mr and Mrs M are assisted in bringing this complaint by their daughter, whom I’ll call “Mrs K”.

## **background**

British Gas’s engineers carried out Mr and Mrs M’s boiler service on 2 November 2015. After the visit, they both started to experience headaches, and they could smell gas. So they contacted British Gas on 20 November 2015.

Because of the gas smell, British Gas passed the complaint immediately to the organisation responsible for the supply of gas (“the Gas Supplier”), which sent one of its engineers. Mr and Mrs M said he found that the front plate to the boiler combustion chamber had not been refitted properly after the service. He tightened this up, which apparently cured the problem. Mr and Mrs M then complained to British Gas.

British Gas arranged for a service manager to visit Mr and Mrs M’s home. He checked the boiler and found it to be working properly. British Gas didn’t accept that its engineer had left the boiler in a faulty condition in November. It said that if the combustion covers had been loose, the boiler wouldn’t have passed its safety tests at the time of the service.

It also said that if the Gas Supplier’s engineer had found a gas leak on his visit, he wouldn’t have attempted a repair. He would have turned off the gas supply, marked the boiler with a warning label, and left paperwork with Mr M. No such notice or paperwork could be shown to its service manager.

British Gas did accept that it had been slow to investigate Mr and Mrs M’s complaint. As compensation for this, it paid them compensation of £249.53, the cost of a year’s cover under its home care policy. Mr and Mrs M weren’t satisfied with British Gas’s response and complained to us.

## **our adjudicator’s view**

Our adjudicator didn’t recommend that this complaint should be upheld. He didn’t think there was enough evidence to show that British Gas’s engineer had left the boiler in an unsafe condition. British Gas continued to maintain that it wasn’t possible for the boiler case to leak gas, and a carbon monoxide leak would only be possible if the combustion chamber was open, the fan in the combustion chamber failed and the boiler casing was compromised.

Mrs K asked the Gas Supplier to comment on what British Gas had said. It said that its engineer had traced a gas escape to a loose screw on the boiler, which he tightened. He carried out a tightness test to ensure no further escapes. It also said:

*“The Gas Supplier would not have attended [the] property, without a reported smell of gas. If a room sealed appliance casing is not secured properly, this can result in incomplete combustion. The unsecured casing can cause spillage of products which may contain unburnt gas, carbon monoxide, carbon dioxide, & water vapour. It is the unburnt gas that our PPM detectors pick up.”*

### **my provisional findings**

I issued my provisional view to Mr and Mrs M and to British Gas on 22 November 2016. In it I said that there was a conflict in the evidence supplied by British Gas and by the Gas Supplier. Having considered both carefully, I found the evidence of the Gas Supplier, supported by the account of Mr and Mrs M, to be more plausible.

First of all, it was clear that, contrary to what British Gas said would happen in such circumstances, the Gas Supplier did on this occasion repair the boiler. I also found the Gas Supplier's evidence convincing to explain why both gas and carbon monoxide were leaking into the house from the combustion chamber left partly open by the British Gas engineer.

British Gas had compensated Mr and Mrs M for its delay in considering their complaint. However I thought it should also compensate them for leaving the boiler in an unsafe condition. They both suffered headaches which I thought were likely to have been caused by an escape of carbon monoxide. And the realisation that their boiler had been left in an unsafe condition caused them distress and upset.

I said it wasn't our role to punish a business for any shortcomings. But it was appropriate that British Gas should compensate Mr and Mrs M for the upset and physical side effects they had suffered. I thought the appropriate figure for such compensation was £500, in addition to the compensation of £249.53 they had already received.

British Gas said it had no comments to make on my provisional view. Mrs K supplied two articles highlighting the serious ramifications of gas/carbon monoxide leaks. She said the proposed compensation didn't reflect the severity of British Gas's mistake.

### **my findings**

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

Having done so, my view remains that the appropriate compensation for the upset and physical side effects Mr and Mrs M suffered is £500, in addition to the compensation of £249.53 they have already received.

### **my final decision**

My decision is that I uphold this complaint, and order British Gas Services Limited to pay Mr and Mrs M compensation of £500, in addition to the compensation of £249.53 they have already received.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs M to accept or reject my decision before 13 January 2017.

Lennox Towers  
**ombudsman**