

complaint

Mrs P says that British Gas Insurance Limited mishandled a claim under a home emergency policy when the boiler at her tenanted property stopped working.

background

In February 2018 the boiler at Mrs P's tenanted property developed a fault and the central heating stopped working. She arranged for an independent plumber to visit. The plumber advised Mrs P that the heat exchanger was blocked and the pump was on the way out.

Mrs P contacted British Gas to discuss options for getting the boiler repair. Mrs P agreed to take out a 12 month home emergency policy that provided for a one off payment of £99 for a repair and then subsequent monthly premiums of £23. British Gas said that under the terms and conditions of the policy an engineer would attend the property to assess the boiler and if cover couldn't be offered that other options would be discussed.

A British Gas engineer attended Mrs P's tenanted property the following day. He found the boiler had numerous faults and couldn't be covered under the home emergency policy. The engineer said that the flue was at risk and that its supports required further brackets and that the system needed a powerflush. The engineer prepared the paperwork noting "*Risk situation. Do not use until rectified*". The engineer left the property. The tenants then turned the boiler back on which blew the electrics and flooded the boiler resulting in a loss of both the central heating and hot water.

Mrs P rang British Gas to complain. A second engineer was sent out the following day. He conducted a further assessment found faults with the boiler and provided a quote of approximately £1400 for the work he said was required.

Mrs P made numerous calls to British Gas in an effort to escalate the matter as her tenants had no hot water or heating. British Gas agreed to send another engineer to the property and to provide two fan heaters.

Five days after the first engineer's visit British Gas sent a third engineer. He was at the property for around four hours and undertook repairs on the boiler including replacing some split hoses free of charge. He provided Mrs P with a quote for £790 for a powerflush and a magnetic filter. British Gas said this quote was lower than the original as some of the recommend work would be undertaken free of charge. When the engineer left there was still no hot water.

Mrs P complained to British Gas about the service it had provided. She said she thought the first engineer had damaged the boiler as he'd said the boiler was fixed and could be used which was why the tenants had turned it back on. Mrs P also complained at the lack of paperwork that had been left at the property detailing what work the engineer had carried out.

British Gas agreed its service hadn't been to the expected standard. Mrs P had to make numerous calls and hadn't been called back when promised. But it disagreed its engineers had damaged the boiler. British Gas said the boiler already had faults when Mrs P had called about getting it repaired.

British Gas paid Mrs P a total of £760 in compensation (£140 of which was for the tenants) in recognition of the distress and inconvenience caused by its handling of her complaint.

Mrs P was unhappy at British Gas's response and complained to this service. She said she'd arranged for her own plumber to repair the boiler and he'd said that a powerflush wouldn't have got the hot water working. She said it would be fair for British Gas to pay the costs of these repairs.

Our investigator didn't recommend Mrs P's complaint should be upheld. She said there was conflicting evidence about what had been said and whether paperwork had been left. The investigator said there wasn't enough evidence to say that British Gas's engineers had damaged the boiler.

The investigator said that she didn't think Mrs P had been misled as British Gas had been clear that it might not offer to cover the boiler once it had been assessed. And that its quotes for work were optional. She also thought that some of the work recommended would've been to prevent further problems rather than just fixing the existing ones. This would account for why the plumber who'd fixed the system hadn't carried out the same work as quoted by British Gas. Mrs P had chosen to get the boiler fixed by another plumber and it wouldn't be reasonable to ask British Gas to contribute to that cost as the boiler had needed repairs from the start.

British Gas had accepted there'd been service issues and paid compensation in acknowledgement of the impact those had had. The investigator said she thought the compensation had been fair and she wouldn't ask British Gas to do more.

Mrs P disagreed with the view of our investigator. She said that the third engineer had been at the property for four hours which she felt together with the lack of paperwork being provided pointed to the fact that damage had been caused to the boiler by the first engineer sent by British Gas.

The complaint 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.

It's agreed that the boiler was not in full working order when Mrs P first contacted British Gas. Mrs P says there was heating but no hot water though British Gas suggests neither were working. I don't think I need to resolve exactly what was or wasn't working as it's accepted the boiler had a fault and that repairs were required to get in full working order. I've seen that Mrs P contacted British Gas after she received advice from a plumber who inspected the boiler. I think British Gas was clear that the boiler would need to be assessed before a home emergency policy could be provided.

A British Gas engineer attended, from the paperwork I've seen he marked the system as being "*at risk*" and "*do not use*". The engineer says that due to the number of faults he found he didn't do any work on it. But Mrs P says the engineer said the system was "*up and running*" and this was why the tenants turned it on. This evidence is contradictory but what is clear is that by turning the system on the boiler became flooded and the central heating as well as the hot water then no longer worked.

British Gas says that since further faults developed so soon after one of its engineers visited it agreed to assist. It sent out another engineer the following day who again assessed the boiler and said that under the terms and conditions of the home emergency policy the boiler wasn't suitable for cover. This engineer left a quote for the work he believed the boiler required which included a powerflush due to the sludge and debris in the system. British Gas says this engineer didn't conduct any work on the boiler.

Mrs P says that by agreeing to send out engineers and providing fan heaters she believed British Gas was acknowledging its first engineer had been at fault and the boiler had been damaged by his actions. But where evidence is contradictory or missing I have to decide what I think is the most likely thing to have happened.

I've seen that the third engineer sent by British Gas was at the property for four hours. British Gas says he undertook "*extensive repairs*" fixing a water leak and changing hoses. Mrs P says her plumber said he couldn't see any hoses that had been changed and she queries the work that was undertaken by British Gas engineers as no paperwork was left.

British Gas says that paperwork was left by the third engineer. It doesn't retain copies of the paperwork left with customers as the engineers make notes of the work undertaken on its system. The engineer says he repaired a water leak, removed an "*overheat condition*" and provided a cheaper quote for flushing out debris that was blocking the "*heat ex and pipe work*". He also took a photo of the sludge found in the hoses that he'd changed.

I think it's more likely than not that the engineer carried out the repairs as set out in the notes. I appreciate this didn't repair the hot water problem.

I've seen the invoice provided by Mrs P's plumber for the work he undertook to get the boiler to fully work. This says that the "plate to plate heat exchange blocked" which meant the boiler had to be drained to replace this part and that a new magnetic filter was fitted.

I appreciate a powerflush might not have fixed a blocked plate to plate heat exchange but it may have had other benefits for the central heating and boiler system. It may have prevented future problems. I also don't think that because British Gas's engineers weren't able to fix the problem with the boiler when another plumber could that this means British Gas was responsible for the fault developing in the first place.

The boiler had problems; it wasn't fault free at the time the first engineer was called out. I think British Gas was trying to assist when it agreed to send out further engineers. I don't think I can reasonably say British Gas was trying to cover anything up or that any of the work carried out on the boiler damaged it. I don't think the invoice supplied by Mrs P's plumber shows that any of the work already undertaken on the boiler had caused problems.

I've also seen that the quotes provided by British Gas were always optional. Both Mrs P's plumber and British Gas's engineers agreed that a new filter was needed. It isn't agreed that the system needed a powerflush but as Mrs P didn't have this carried out I can't say that she has suffered any detriment to that being recommended to her.

British Gas acknowledges it let Mrs P down in the way it handled her complaint. It caused her unnecessary distress and inconvenience by not contacting her when it said it would and making her chase up what was happening. It has paid out a total of around £760 for its

failings. I think this is reasonable in the circumstances and I wouldn't require British Gas to pay more.

I don't think there is enough evidence to say that British Gas damaged the boiler and should be liable for the subsequent repairs. I think there would've always been a repair bill for the boiler that Mrs P would've had to pay. So I'm not upholding Mrs P's complaint.

my final decision

For the reasons given above I'm not upholding Mrs P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 11 November 2018.

Jocelyn Griffith
ombudsman