

complaint

Miss M's complaint is about the service provided by British Gas Insurance Limited following a claim under their central heating insurance policy. Miss M has been represented during the complaint by Mr S.

background

I issued a provisional decision on this matter in November 2019, part of which is copied below:

"On 2 March 2018 Miss M reported a claim to British Gas as her boiler was leaking. It took all day to get through, as there was heavy snowfall and I understand that several call centres were closed. An engineer attended late that night but Miss M says he was trying to put a calling card through the door without actually knocking/ringing the bell. Miss M opened the door as he was doing so. He inspected the boiler but said parts were needed and arranged to come back on 5 March 2018 to fit a new gas valve, saniblock and seals. While there he also agreed to get a quote for a new boiler and confirmed a discount would be applied. The engineer told Miss M that he would also need to carry out a full service (one had already been booked as part of the annual cover for 21 March 2018 and Miss M still expected this to take place) he also stated that the mains water pressure was very high for the boiler and needed rectifying.

The boiler then stopped working again on 18 March 2018 and Miss M had to call British Gas out again. Another engineer attended and repaired the boiler. The boiler was then replaced on 30 March 2018 but some extra work was required. Miss M says this was due to defects not notified by the first engineer. The boiler also had to be positioned differently from the original, which hadn't been installed with sufficient clearance around it.

Miss M is extremely unhappy with the way the claim has been dealt with and in particular with the actions of the first engineer.

British Gas British Gas does not accept that it has done anything wrong. It says that the issues with the boiler were matters that would now be required when a boiler is installed but it is not required to notify a homeowner of such matters unless there is a risk to them as a result. Essentially the boiler was 'not to current standards' but was operating safely. It offered Miss M £80 compensation as a goodwill gesture for the mix-up with the annual service appointment.

Miss M doesn't accept this and brought the complaint to this service. I have summarised the submissions made by Miss M and Mr S below:

- The first engineer checked the efficiency of the boiler and checked the radiators, he did not carry out a full proper annual service.*
- The first engineer also failed to notify them that there were several issues with the boiler, which are all required as part of Gas safe regulations and / or boiler manufacturer requirements: that there was no earth bonding; a lead gas pipe at the mains was porous (which could result in gas leaks); and the clearance around the boiler was less than 600mm.*
- The engineers that installed the new boiler had to move its position, so that there was a more than 600mm clearance all around, and replaced the porous pipe and earth bonded it. All of this was authorised by British Gas as part of the cost they had*

to get authorisation for the extra work, as they had not been informed about these issues prior to attending.

- The annual service had been booked for 21 March 2018, but the engineer failed to turn up as the first engineer had cancelled this appointment, without telling them. Mr S had arranged the day off work to be at home for this appointment unnecessarily.
- The first engineer's failings caused them to feel unsafe in case of a gas leak which could lead to an explosion.
- It is also of great concern to them that this gas engineer could be putting other customers at risk. They have made a separate complaint about this to Gas Safe.
- The first engineer put a calling card through the door stating the doorbell didn't work, which was not true. Miss M opened the door and demonstrated that it was working to the engineer as he was putting the card through. It had also been snowing but there was only one set of footprints, which demonstrates that he only walked to the door once, with the calling card all ready and had not returned to his van for the card having received no answer, as he claims. A neighbour can also provide evidence about this.
- The first engineer told Miss M that the water pressure was too high and then lied saying he didn't mention this. He left a job sheet with her, which says he advised that the mains pressure was very high and advised that a pressure reducing valve be fitted. The water supplier subsequently carried out an inspection and confirmed there wasn't an issue with the water pressure.
- The first engineer didn't repair the boiler properly, as it broke down again two weeks later and another engineer was called out. He had to carry out a full reset of the boiler.
- British Gas failed to record Miss M's complaint lodged by phone on 21 March 2018, or acknowledge her online complaint. It also failed to respond to their complaint correspondence of 21 and 31 March 2018. They had to chase this on 24 April 2018.
- Miss M no longer feels safe in the property, as if she needs to ever make a call out again and the first engineer is the one to respond she will not have him in the house. Unless British Gas undertakes that he will not be sent to her property, she will suffer a reduced service.
- British Gas representatives were rude and abusive when they called to complain and it has either failed to record those telephone conversations or it has deliberately withheld that evidence.
- British Gas is supporting the lies that its engineers have told. Gas Safe can't release details of its investigation to third parties or to them but British Gas will be aware of the outcome.
- The second engineer's notes of the call out say it was for a "Code F13" fault, which is "short circuit: Domestic hot water cylinder temperature sensor". This will or can occur when a seal or a burner door seal was missed or incorrectly fitted on a service or repair and this in turn will lead to an eventual short circuit on the hot water temperature sensor. This only occurred after the boiler was apparently serviced and repaired and the checklist left with Miss M says new seals were fitted.
- British Gas has responded to the complaint by saying that it is not required to notify customers of existing issues that are not to current standard. They don't accept this.
- All manufacturers require there to be a 600mm clearance at least and additional space is beneficial. How can British Gas say these regulations don't exist?
- The information provided by British Gas regarding the relevant regulations has been interpreted to suit their needs. This is a grey area, which can only be determined by Gas Safe.
- The 'Not to Current Standards' cannot be relied upon because it's open to mis -

interpretation and therefore only supporting regulations can be relied upon.

- *British Gas are quoting 'Not to Current Standards' in relation to the 600mm clearance and the lead gas pipe, however it has failed to provide the regulations on the 600mm clearance from the manufacturer and has failed to provide confirmation of when the manufacturer stopped considering this to be a regulation and instead classified it as being 'not to current standards' instead.*
- *The first engineer did leave a job sheet with them which said the water pressure was too high and he left a safety warning notice which said the boiler was inoperable but it didn't say that it was not earth bonded.*
- *Gas Safe Regulations provide that old lead pipe work must be replaced if it is not demonstrating adequate pressure; the gas engineer must conduct a working pressure test on each gas appliance within the property and record the findings.*
- *Due to the problem with the lead gas pipe, the gas engineer should have carried out a pressure test on the boiler, cooker and gas fire and these recorded for inspection. British Gas cannot produce these pressure tests.*
- *The offer of £80 from British Gas is rejected on the basis it is inadequate and also it is not a 'goodwill gesture' as claimed.*

Miss M has asked for: a full refund of the cost of the service that was not done; compensation for failing to inform her that the service had been cancelled and for the time Mr S spent waiting for British Gas before being informed the appointment had been cancelled (around four hours); a full apology that also acknowledges that the first engineer was untruthful; written assurance that Miss M will not be left without a gas engineer, if she has a claim in the future; written assurance that a gas engineer will arrive within the stipulated time frame for call outs due to her being vulnerable; and compensation from British Gas for causing a great deal of alarm and distress for the time and money its cost her to keep contacting British Gas and contacting the water supplier.

British Gas has also made a number of submissions in response to the complaint, which I've summarised below:

- *It had advised Miss M about the earth bonding. This was highlighted and itemised in the report filed by the first engineer on 5 March 2018 following completion of the repair and service of the boiler. A safety advice notice was left at the property in respect of the earth bonding, which is in line with its process.*
- *When a gas boiler is installed it should be installed to the manufacturer's guidelines and serviced to the manufacturer's guidelines.*
- *The policy agreed to by Miss M provides that the boiler will be serviced in accordance with British Gas' own procedures, rather than the manufacturer's guidelines.*
- *It sent the renewal invite and policy documents, which set out the terms of the agreement, by post on 2 March 2017 and by email on 1 March, 21 March and 2 April 2018.*
- *The annual service was carried out in line with its terms and conditions:*
"Annual service
One of our engineers will visit your home once a year to check that your appliance, boiler or central heating and ventilation is working safely and in line with the relevant laws and regulations. We'll also test the gases your appliance or boiler produces. If these tests show that it's necessary to take your appliance or boiler apart to adjust or clean it, we'll do so. During the visit, our engineer will fill in a checklist that shows you exactly what we've looked at."
- *It is no longer a requirement that gas engineers notify homeowners where the boiler*

spacing does not meet current standards, provided it is not unsafe. This has been the case for almost two years. It has provided guidance about this.

- The annual service appointment was cancelled automatically by its administration system (not by the first engineer) it offered £80 compensation for this the service had been carried out when the repairs has been completed.*

One of our adjudicators looked into the matter. She recommended that most aspects of the complaint be upheld but she also said that we were not the right service to consider whether British Gas has adhered to relevant gas safety regulations. However she also thought that British Gas should have notified Miss M about the issues with the boiler and that it had not dealt with the complaint as it should have done. The adjudicator recommended that British Gas pay Miss M a total of £280 for the distress and inconvenience caused by its poor service. She later revised this to a total of £260, then £220.

Miss M has accepted the adjudicator's recommendation. Although the overall level of compensation that she feels is warranted is far more than that recommended, she confirmed she would accept it.

British Gas does not accept the adjudicator's recommendation, so the matter 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.

reporting requirements of 'not to current standards' and other issues

lead pipe

British Gas disputes that the lead pipe was porous as alleged. Mr S has said it was because he could manipulate it but British Gas disputes that this would be the appropriate test. Mr S also says that the existence of such an old lead pipe should have led British Gas to carry out pressure tests on all the gas appliances in the property. There's no other evidence about this as far as I am aware. Without some other expert evidence, I am unable to conclude that the pipe was porous and / or was potentially dangerous. There was no leak as far as I understand. If the installer wanted this changed (and I don't have any specific evidence about that) it doesn't establish that it was dangerous or that the engineer should have reported it to Miss M.

clearance

Safety regulations frequently change over time. However, it seems not to be in dispute that any new boiler installation should be carried out such that there is at least 600mm clearance around the boiler casing. I am not aware of anything said by British Gas to dispute that such regulations regarding clearances around boiler installations exist. It seems apparent to me that the dispute is rather that where Gas Safe engineers are asked to work on a boiler that has not been installed this way, would they have an obligation to notify the customer?

Miss M is adamant that British Gas's engineers should have brought that specifically to her attention and British Gas says that it is no longer a requirement to do so. Both parties have provided evidence to support their positions. I do find the evidence provided by British Gas

persuasive. Miss M has provided evidence, which confirms that any new boilers should have sufficient clearance but overall, I am not persuaded that Miss M has established that this specific issue should have been brought to her attention and wasn't. For the avoidance of doubt, I am not making a finding that British Gas did not have to bring this to her attention, rather that there is insufficient evidence for me to be sure that British Gas did have to. I consider that this is a matter that is better dealt with by Gas Safe, and I understand it is already considering it.

In any event, even if I accept, or indeed if Gas Safe concludes that the engineer should have notified Miss M of the clearance issue and the issue with the lead pipe, I have to consider how this might have changed things for Miss M. It was agreed on the first visit that Miss M would be provided with a quote for a new boiler and this was installed within the same month. If Miss M had known about these things, she would presumably have continued with the replacement of the boiler in exactly the same way as she did. There is no evidence that any difference was made to her position in that regard. I acknowledge that she says these matters indicate a problem with the quality of work done by this engineer and could potentially lead to safety issues but that is not for me to determine. I can only look at her individual position

Miss M also says that additional costs of replacing the pipe and repositioning the boiler were covered in the original price for the new boiler on the basis the first engineer had not notified the sales team about them. I can't consider this particular issue any further. The engineer agreed to get a quote arranged. I do not consider there is any evidence that he had a duty to Miss M to report this to the sales team who would be responsible for dealing with the quote themselves - and over whom I have no power. And there's no evidence from the installers about this.

water pressure

British Gas says the engineer says he did not comment on the town's water pressure but on whether there was a water metre for property. However, the job sheet left with Miss M on 1 March 2018, says the water pressure is high and he advised her to have a pressure reducing valve fitted. I do therefore consider that this is the reason that Miss M contacted her mains water supplier, who confirmed the mains pressure was not too high.

earth bonding

British Gas says a safety notice about the earth bonding was left after the 5 March 2018 visit. Miss M denies this.

The 1 March 2018 job sheet says the boiler was turned off because it was not operating but did not mention any lack of earth bonding. There is no job sheet or safety notice from 5 March 2018 in the papers provided to me.

It is recorded on British Gas's system that the engineer did notice the lack of bonding on 5 March 2018. So I am satisfied that it was noted on that visit. British Gas says that any safety notice/job sheets are handwritten and left at the property but they will reflect what is entered into the handheld devices its engineers use. The engineer recorded electronically that he had warned them about the earth bonding issue. It has provided evidence to support that. British Gas would not be able to produce the handwritten job sheet notifying Miss M of this as only one copy of that is produced. Miss M vehemently denies receiving such a document. It is very difficult for me to determine whether such notification was provided, given such conflicting evidence. However, as stated the earth bonding issue was noted electronically.

I do accept that this was a matter that should have been brought to Miss M's attention (and I don't think this is disputed by British Gas) but I do not have enough evidence to be satisfied that it didn't do so. In addition, as with the other issues, I have to consider what effect - if any- any such failure to notify Miss M had on her. I am not able to punish or fine British Gas for any such failure of Gas Safe regulations (even if it had been proven it had breached any such regulations). British Gas would not have been responsible for earthing the boiler under the terms of the contract and the boiler was to be replaced. There is no evidence of any detriment to Miss M as a direct result of this. I know she will say that it is detrimental as she cannot be certain the engineers were competent. However, the earth bonding issue had been recorded and so I cannot say there was a failure to notice it. Overall, I am not satisfied that I can make any award against British Gas in relation to this issue.

Standard of repairs

Miss M says the first engineer can't have repaired the boiler properly, as it failed again shortly afterwards. However, there is no convincing evidence that the second breakdown was due to anything done wrong by the first engineer. The job sheet from the second engineer doesn't make any such finding. I also note that they agreed to have the boiler replaced and so it is reasonable to assume that it was coming towards the end of its life at that stage.

behaviour of first engineer

Miss M is extremely unhappy with the first engineer and says he has lied about a number of things, including that he got no answer when he first got to their house and in what he told them at that visit. Miss M and Mr S want British Gas to admit he lied and to apologise.

I do not consider that I need to make a finding about whether he lied about having tried the door at the first attendance. Miss M clearly feels very strongly about this issue and has said witnesses can also attest to her testimony on this. However, I do not consider that I need to make a finding in order to fairly determine this complaint. We do not take evidence on oath and we also have no power to punish businesses or their employees for any wrongdoing. We also do not have any power to instruct how a business such as British Gas should operate or discipline staff etc. Rather we consider what is fair and reasonable in all the circumstances and where things have gone wrong, we look at trying to put consumers back in the position they would have been in had any such wrongdoing not happened. In this case, while I can see it would have been frustrating and annoying to find a contractor trying to avoid attending (and while I make no formal finding, I have no reason to doubt Miss M on this) she did answer the door and he did attend. I therefore do not consider that any further investigation about this is required.

Miss M says she will suffer a reduced service under the policy, if she has to call out again and the first engineer is suggested as attending as she will not want him in her home. I have no power over how British Gas operates its business. If any call outs are made in the future, then Miss M can ask for the name of the engineer that the job has been assigned to but I do not consider that British Gas can reasonably be required to make any guarantee about the first engineer not being assigned any job for Miss M. Neither can I ask British Gas to make any other undertaking about the time to respond to any claim. There is a contract between them already setting out the terms of service in the event of a claim. Sometimes things go wrong and then a consumer is entitled to complain about that, as is the case here. I do not consider that any additional contract is required or would be reasonable.

Annual service

The Gas Safe website says there's three possible level of checks that can be carried out on gas appliances: a safety check; a gas installation safety check; and an annual service. The following is an extract from the gas safe website:

*"What's the difference between a safety check and a service?
... What is an Appliance Safety Check?*

An appliance safety check at a minimum includes all of the checks and tests to ensure the appliance is safe to operate...

What is an Appliance Service?

An appliance service will include all the above checks and tests and any other specific checks, for inspection and/or cleaning of the appliance as specified and detailed in the appliance manufacturer's instructions...

Note: some appliance serving regimes provide an interim performance check (annual) to be used in order to determine the degree of dismantling the appliance and the level of servicing required."

British Gas's policy schedule, sent to Miss M each year said: "Once a year we'll come round to service your gas appliance to make sure it's running safely and efficiently".

And the policy document says:

"Gas appliance...what's covered?... an annual service".

The reader is then referred to the definition of 'annual service' several pages further into the policy booklet, and which says:

"Annual service

One of our engineers will visit your home one a year to check that your appliance, boiler or central heating and ventilation is working safely and in line with relevant laws and regulations. We'll also test the gases your appliance and boiler produces. If these tests show that it's necessary to take your appliance or boiler apart to adjust or clean it, we'll do so."
It seems clear to me that British Gas's definition of an annual service is not the same as Gas Safe's definition or most peoples' general understanding of what an annual service would entail.

Gas Safe makes clear that an annual service should be carried out in accordance with the manufacturer's instructions. I can't see that British Gas has made it sufficiently clear to its policyholders that this is not going to be done with its version of an annual service. While the Gas Safe explanation has the rider that some servicing regimes might not always include dismantling an appliance this doesn't state that it won't be in line with manufacturer's instructions. British Gas hasn't provided any evidence to show that it's checks would meet the Gas Safe definition of an annual service or most people's general understanding of what that means.

Essentially, therefore it seems to me that British Gas's 'annual service' is a gas safety check

and so it's misleading to call it an annual service, when that has a different meaning to most people. In any case, I don't think the policy is clear enough.

However, having said all that, it is clear that Miss M wanted home emergency cover and so it seems likely that she would still have taken this cover out, even if she had known this.

There's no evidence to suggest otherwise. Miss M has received the benefit of cover under the policy and I don't know of any others that include a full annual service. I do not therefore consider that this misleading definition of an annual service has caused any difference in Miss M's position.

Given this, and that there is no evidence that there is any damage to the boiler or any other cost to Miss M as a result of only doing safety checks (whether by luck or not), I do not consider it would be reasonable to refund all the premiums paid.

I have also considered the checklist completed by the engineer and I am satisfied that he did carry out an annual service in accordance with the policy definition of such and so another service under the policy would not have been due until around a year later. I do not therefore consider that any refund is required in respect of the annual service.

British Gas says that the service visit booked by Miss M prior to the claim was cancelled automatically on its system, as the first engineer had entered that a service had been done. I have no reason to doubt this explanation, which seems logical. However, I can understand it would have been frustrating for Miss M and Mr S to have not been aware that the service visit had been cancelled and there's no convincing evidence that they were told.

Complaint handling

Miss M tried to lodge a complaint with British Gas about the annual service. I agree with the adjudicator that it should have recorded her complaint as having been made when she called on 21 March 2018 but it didn't and I understand this caused around a month's delay in addressing the complaint. I have no power to punish or fine an insurer for a failure in its handling of complaints. I can only make an award, if I think compensation is appropriate and that is in line with our approach in other similar cases, to reflect the inconvenience caused to a consumer. Sometimes things do go wrong and compensation is not always warranted. Sometimes an apology might be sufficient for instance. In this case, I do consider that some compensation is appropriate. However, I am satisfied that British Gas's offer of £80 (for the delay in responding to the initial complaint and for the inconvenience caused as a result of not telling Miss M it had cancelled the annual service appointment) is reasonable. I consider that a further £30 is appropriate to take account of any inconvenience in having the mains water pressure tested unnecessarily.

my provisional decision

I intend to uphold this complaint against British Gas Insurance Limited in part and require it to pay a total of £110 compensation for the distress and inconvenience caused by its handling of Miss M's insurance policy. (This is to include the £80 already offered, so if it has already paid that, it only need pay the additional £30 now.)"

responses to my provisional decision

I invited both parties to respond to my provisional decision with any further information or arguments they want considered.

Miss M has responded. She has confirmed that she accepts my provisional decision although she disagrees with some of my findings. Miss M and her representative have made the following points: they gave the details of the fault code to us to show that British Gas was being untruthful over the code; manufacturers do not allow their appliances to be installed with a distance less than 600mm; and there was no earth bonding notice left at the property; by law British Gas has to keep an electronic copy of any such notice and should have been able to provide a copy if it had complied with the law on this.

British Gas has also responded. It does not accept my provisional decision, as it still considers that its previous offer of £80 is sufficient to compensate Miss M for the inconvenience it caused her. It also says that while Miss M has provided *"a small snippet of our engineer's worksheet during our visit on 1 March 2018, where it states, mains pressure was high and recommendation provided to fit a pressure reducing valve to the property"*, this information was not recorded on the work history documented on its systems.

my findings

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

Miss M has reiterated some of the points already considered in my provisional decision. I accepted in my provisional decision that manufacturer's might require new boilers to be installed with a 600mm clearance but the issue in this case was whether British Gas had an obligation to notify a policyholder if their boiler had not been installed in this way. I didn't think there was enough evidence to say that British Gas needed to do so.

In any event, I also concluded that even if it did need to do tell Miss M about this and the lack of earth bonding, it would not have made any difference to Miss M's position. British Gas would not have been responsible for rectifying either issue under the terms of the policy and Miss M had already decided to replace her boiler. I remain of the opinion that her decision would have remained the same and therefore there was no detriment to Miss M.

British Gas doesn't agree that any additional compensation is warranted and says it had no record of the comments made by the first engineer about the mains water pressure. Any failure to record those comments on the electronic system is down to the engineer acting on behalf of British Gas. There is clear and convincing evidence that he made the comments. I remain of the opinion that it is appropriate for an additional £30 compensation be paid for the inconvenience this caused Miss M.

Miss M says she is not sure whether she has already received the £80 British Gas already offered. If British Gas has already paid this, I'd expect it to provide evidence of that payment to Miss M.

my final decision

I uphold this complaint against British Gas Insurance Limited in part and require it to pay a total of £110 compensation for the distress and inconvenience caused by its handling of Miss M's insurance policy. (This is to include the £80 already offered, so if it has already paid that, it only need pay the additional £30 now.)

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 5 January 2020.

Harriet McCarthy
ombudsman