

complaint

Mrs T is unhappy that British Gas Insurance Limited didn't spot a leak in her boiler during a routine annual service.

background

In September 2015, she called British Gas because the pressure in her boiler kept dropping and it was leaking. She says there'd been a leak for some time and water coming out of the boiler at least twice a week. An engineer attended and condemned the boiler as there were "pinhole" size holes and corrosion on the combustion chamber.

Mrs T complained because she feels this should have been picked up in the annual service in July 2015. The leak had been present then, she had a tray under the boiler to collect the water, and she'd pointed it out to the engineer at the time. He had apparently told her that it was just "overflow" because she'd been topping up the boiler. Mrs T feels that her and her family were left with an unsafe boiler for two months.

British Gas says she didn't mention a leak to the engineer and he completed the annual service correctly. It offered a discount on the cost of a new boiler installed by them. It also offered a refund of her annual boiler cover policy totalling £146.86.

Two of our adjudicators looked into the case. The first thought it was likely the leak and holes had been present in July 2015 and should have been spotted. He recommended that British Gas also pay Mrs T £200 compensation for the distress caused. A second adjudicator thought also agreed that the holes should have been spotted in July 2015 but felt that it hadn't made any difference, as the boiler would still have needed to be replaced and no harm had been done. He therefore didn't think British Gas needed to pay any compensation.

British Gas disagreed with the first adjudicator and Mrs T disagreed with the second. They both made further submissions, summarised below.

British Gas says:

- No leak was present in July or September 2015. Its decision to turn the boiler off was due to holes in the combustion chamber, which they imply was from an old leak.
- It couldn't have spotted this in a routine annual service but in any case the boiler was operating safely in July, otherwise it wouldn't have passed the annual service.
- Even if the corrosion had been spotted in July 2015, as the boiler was operating safely it would have been left on.

Mrs T says:

- British Gas did refund the premiums but it was obliged to do this, whether she'd complained or not, because it could no longer cover the boiler.
- Her main concern is that British Gas put her and her family's lives at risk by failing to spot the corroded boiler when it did a safety check. Anything could have happened.
- It has been agreed that the corrosion and holes should have been seen earlier, yet two months went by before another engineer noticed the fault and shut down the boiler.

- She'd already agreed the sale of her house at this stage and had to replace the boiler in a rush, causing unnecessary stress. She never suggested British Gas were liable to replace the boiler but it is responsible for causing her and her family stress and for putting them at risk.

As the complaint couldn't be resolved, 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.

British Gas says that the service it carries out, is a safety check and only required analysis of the gasses and doesn't include examination of the components unless something is indicated by this analysis. It would then carry out further checks if required.

I have to say, I think it is misleading for British Gas to refer to this as a service. Gas Safe describes a service as including taking apart the boiler and physical examination of the casing, as well as the checks that British Gas did carry out (which it describes as a basic safety test).

British Gas says that the boiler wasn't leaking at either visit and there was nothing noted during the service in July 2015. It therefore says it had no reason to make further checks at that time. However, the report of this visit completed by the engineer says, "top up pressure". The engineer therefore had to top up the water pressure, which I understand is a sign that there is a leak somewhere in the system. But he didn't carry out any other checks. This does seem to be consistent with Mrs T's account.

British Gas also suggests that, even if it had taken the cover off the boiler during the safety check, the corrosion wouldn't have been visible because it was behind a number of components. It has provided a photograph of the inside of the boiler to illustrate this.

However, its engineer was able to find the corrosion in September 2015. British Gas also says that there was no leak present on the September 2015 visit either. But if that was the case, and it was satisfied the boiler was working properly and safely, it isn't clear why that engineer decided to make further checks. And, as mentioned, he was able to see the holes apparently without entirely dismantling the boiler.

Mrs T has also provided a photograph of the corrosion and holes, which in my opinion are not accurately described as 'pinpricks' as at least one is over a centimetre diameter.

I therefore agree that it's likely that if a complete service had been carried out, British Gas would have spotted the holes in July 2015. And that in any case, even based on its basic safety check, there was a reason for the first engineer to make further investigations when he knew the pressure had dropped. I also find Mrs T's account that she had told him about the water leak credible. I do therefore think that the holes should have been spotted in July 2015 (and there doesn't seem much doubt that they would have been present then, given the extent of them).

If it had been, the boiler would still have been condemned and needed to be replaced. However, I do agree that knowing this would have caused Mrs T some distress and worry. In my opinion therefore, British Gas should pay her £200 compensation for this.

my final decision

I uphold this complaint against British Gas Insurance Limited and require it to pay Mrs T £200 compensation for the distress and worry caused by its handling of this matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 8 March 2016.

Harriet McCarthy
ombudsman