

complaint

Miss F complains about the service provided by British Gas Insurance Limited under her Home Care insurance policy.

background

Miss F's boiler was serviced on 7 January 2013 by British Gas. The engineer placed an "at risk" notice on the boiler following the service. He explained that the flue was unsafe and there were high emissions from the boiler. However, he did not turn off the boiler.

Miss F arranged a second opinion from her own engineer, and this took place on 5 February 2013. Miss F's engineer capped off the boiler as he deemed it to be "immediately dangerous". The pilot light was glowing the wrong colour and there was a possibility of carbon monoxide leaking.

A Gas Safe engineer also attended to carry out an inspection of Miss F's boiler. The Gas Safe engineer diagnosed that the boiler should be cleaned, a combustion chamber was needed and the flue needed repairing.

British Gas re-attended on 12 February 2013 and replaced the combustion chamber. It also carried out a further service to the boiler and cleaned soot from inside it.

Miss F believes that British Gas failed to carry out a service to her boiler correctly and left her and her children at risk of carbon monoxide poisoning up until the attendance by her engineer when the boiler was isolated.

On 4 June 2013, after Miss F had brought her complaint to this service, British Gas offered to pay Miss F £224.91 compensation, and apologised that its first engineer had not clearly explained the position to her or sought to rectify the problem of possible high emissions. This amount is the equivalent of one year's free central heating cover. Miss F did not consider this was sufficient.

Our adjudicator recommended that the complaint should be upheld in part. She was satisfied that British Gas' service had been poor; however she considered that the offer of £224.91 was fair and reasonable. She did not believe that further compensation was warranted for the time Miss F believes there was a possible carbon monoxide leak. The adjudicator acknowledged the potential risk to Miss F and her family, however noted that fortunately no harm had come to them, and pointed out we could not award compensation for hypothetical situations. She was also satisfied that the time Miss F had spent without heating and hot water (5 February 2013 to 12 February 2013) had been taken into consideration within the amount of compensation offered.

Miss F did not accept the adjudicator's opinion, and is seeking further compensation.

The matter has therefore been referred to me to decide.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

The evidence does indicate, and I am satisfied, that the service by British Gas in this matter was not at a reasonable standard. This is because the issues with the boiler, as initially flagged at the first visit on 7 January, were not proactively followed up and resolved.

Miss F, however, suggests that the boiler has never been properly serviced by British Gas over the years during which she has had the policy. She has provided photographs of the boiler which show that there was soot and damage to the chamber, but that in itself is not sufficient to establish a specific failure by British Gas, particularly in respect of previous years. A boiler service is not preventative and will not in itself stop parts from burning out or failing. I am not satisfied on the evidence that British Gas has not conducted appropriate services or otherwise failed to meet its obligations under the policy in previous years.

Miss F has said that she incurred extra electricity costs for having to heat her property while the boiler was not operating, but she has not provided evidence of that.

I appreciate the upset and inconvenience this matter will have caused Miss F. This is particularly as she has children in the property with her and she was especially worried about what would have happened had there been carbon monoxide escaping from the boiler. However, no actual harm was suffered, and I can only consider the impact of what did happen. I am satisfied, under the circumstances, that the offer of £224.91 compensation by British Gas is fair and reasonable. I consider it appropriately addresses the issues of poor service, as well as the several days during which Miss F was without heating.

my final decision

For the reasons above, it is my final decision that I uphold this complaint in part.

I require British Gas Insurance Limited to pay Miss F £224.91 compensation.

Helen Moya
ombudsman