

## **complaint**

Mr H complains about negligence and poor customer service he says he received from British Gas Insurance Limited (BG) when his boiler broke down.

## **background**

Mr H had a HomeCare policy from BG. This was due to expire on 27 November 2018. Mr H told BG on 26 November that he didn't want to renew it.

He contacted BG on Friday 30 November 2018 as his boiler had stopped working, leaving him without hot water and heating. The pilot light was lit, but it wasn't firing up. He explained to BG that he had two young children at the property, one of which was 17 months old, but didn't feel the advisor showed any empathy and wouldn't handle his request for a callout until he'd renewed his policy.

A BG engineer (Engineer 1) attended the property at 21.50 that evening. Mr H says the engineer told him he didn't know for certain what was causing the fault. He said it could be the printed circuit board, the gas valve, or the solenoid. He says the engineer told him he'd ordered the necessary parts, and that another engineer (Engineer 2) would contact him and fit them the following day, which was a Saturday.

Another engineer (Engineer 3) in fact attended the property the following day but told Mr H he wouldn't be able to carry out any work as Engineer 1 had made the boiler non-operational. He also said that the parts that Engineer 1 had told Mr H were on order had not in fact been ordered because it had been too late in the day to do so, and they therefore wouldn't be available until Monday 3 December. Mr H was therefore left without hot water and heating over the weekend.

On Monday 3 December, Engineer 1 returned. His report says he fitted a new solenoid. Mr H believes the engineer also replaced the gas valve, although this isn't mentioned in the engineer's report.

The following day, Mr H says he started to feel unwell with nausea and a headache. The next day, Wednesday 5 December, he felt worse, and could smell gas. He traced this to his boiler. He ventilated the property, turned off the boiler, and called BG again.

Mr H says that despite explaining to BG's advisor that his daughter had breathing difficulties, BG's advisor explained that nothing further could be done until the following day.

Mr H wasn't satisfied when he was told by BG that the gas would first need to be turned off by the gas utility company and that BG might not be able to come to repair the source of the leak until the following day, which would leave the family once again without heating and hot water.

Mr H contacted his local gas utility company. One of its engineers arrived and confirmed there was a gas leak at the gas valve, and made it safe at the meter.

BG attempted to contact Mr H at 17.32 that day but no message was left as to what the call was about, or how to contact the caller. It was only after he'd checked his BG account online that Mr H saw that BG had in fact scheduled an engineer to visit that same day between 09.00 and 18.00. When he contacted a BG call centre, the advisor he spoke to wasn't able to tell what the earlier call had been for, although he assumed it might have been to say that the engineer wasn't going to visit at the scheduled time. Mr H was in the dark as to whether he was going to receive a visit from BG that day.

But at 20.00 Mr H received a call from a BG engineer who said he'd be with him later that evening. When he arrived, he said there were two separate leaks to Mr H's boiler, whereas the utility company had only identified one. He fixed the leak(s).

Mr H sent a complaint to BG on 12 March 2019. He says that the gas leaks were due to the negligence of the BG engineer who'd installed a new gas valve. He's unhappy about the fact that his family had had no heating or hot water and had two young children, one of whom had breathing issues. He said gas hadn't been leaking before BG's engineer worked on his boiler on 3 December. He said the boiler had leaked gas into his property for over 48 hours, which could've had serious consequences for both him and his family.

BG responded to Mr H's complaint. It said that when its engineer initially visited late in the evening on 30 November 2018, he found the solenoid was missing from the boiler which is why it wasn't firing up. He believed a third party must have tampered with the boiler and this may have led to the gas leak. Any third party involvement invalidates the cover provided by the policy.

It also said that when an engineer returned on 5 December after Mr H had reported a gas leak, he found a very small leak (of about 2 mbar) on the gas inlet union to the boiler, and this was repaired. BG says this would cause no risk to health, and this level of leakage could actually be safely left if there was no smell of gas.

As he wasn't satisfied with BG's handling of his complaint, Mr H brought it to this service. He says the overall service he'd received from BG had further added to his distress and inconvenience. As a result, Mr H requested that BG award at least £1000 compensation to acknowledge the trouble and upset this matter had caused him.

Our investigator considered that there were a number of occasions on which Mr H had suffered distress and inconvenience, and that the overall level of service he'd received wasn't what he expected to receive. Her view was that BG should pay Mr H £350 compensation.

As neither Mr H nor BG agreed with our investigator's view, they've asked that the matter be referred to an ombudsman. It's therefore been referred to me for a final decision.

### **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I've also taken into account the further information and comments provided by both BG and Mr H in response to my provisional decision. This further information doesn't persuade me to change my decision, which is to uphold Mr H's complaint but to make a different award to that suggested by our investigator. I'll explain why.

In deciding on this complaint, I have to consider whether BG did anything wrong, and if it did, did this cause distress and inconvenience to Mr H for which compensation might be appropriate. This service doesn't make awards that are aimed at punishing a business.

I've seen from BG's records that Mr H contacted it on 26 November 2018 to terminate his policy at the next renewal date, which was 27 November 2018. He says that BG's advisor wasn't empathetic to his situation, and I can appreciate that all Mr H wanted was to book an engineer's visit as soon as possible.

But as Mr H was in fact no longer covered when he contacted BG on 30 November, I don't think it was unreasonable of BG's agent to require that he reinstate his cover. In fact I think it was very reasonable of BG to have accepted Mr H back onto cover knowing that he was wishing to make a claim. But he was reinstated, and a BG engineer (Engineer 1) did attend late that same evening, so I think BG responded within a reasonable time.

Engineer 1's report states that the boiler wasn't firing up. BG has said that the solenoid was missing, but the engineer's report doesn't make any reference to a missing solenoid, which I think is strange. Mr H also says that Engineer 1 told him he didn't know what the problem was, and that it could've been the printed circuit board, the gas valve, or the solenoid.

Replacement parts were needed, but the cut off time for ordering parts for next day availability is 20.00, and by this time it was after 22.00. If Engineer 1 had given Mr H the impression that the parts would be available the next day, he shouldn't have done so, as it raised Mr H's expectations. Engineer 2 visited the next day, but he wasn't able to do anything as Engineer 1 had left the boiler non-operational. But in any event, the parts required weren't available, and that wasn't the fault of Engineer 1.

Mr H was therefore left without heating and hot water until Monday 3 December which I accept would've caused him and his family great inconvenience. But my view is that BG did all it reasonably could to get the parts needed so the boiler could be fixed as soon as possible. So I don't think that BG did anything wrong here which might justify compensation.

Mr H says he believes Engineer 1 fitted a new gas valve when he returned on 3 December. He's provided a copy of a BG Work Request that he says evidences this. But the fitting of a gas valve isn't mentioned on Engineer 1's report, which states "*Replaced solenoid on gas valve and tested central heating and hot water*". Also, I note that the same Work Request to which Mr H refers also states "*Replaced solenoid only – missing from original gas valve*". But Mr H has provided information that the replacement of a solenoid should only take around 30 minutes, yet Engineer 1 spent at least 70 minutes working on the boiler. He also says he saw that the engineer had opened the outer case door panel which he says he wouldn't have had to do if he was only fitting a solenoid.

The next day Mr H noticed that there was a gas leak and contacted BG on Wednesday 5 December. I've listened to the call that Mr H made to report it. I consider that the manner in which his concern was addressed by BG's advisor was somewhat lacking in any concern for the fact that Mr H had been without heating and hot water from Friday to Monday and his young child had breathing difficulties.

Mr H maintains that the gas leak was due to the negligence of the BG engineer who incorrectly installed a new gas valve. He says the engineer had a duty of care and an obligation to exercise due diligence, which he failed to perform. He says he'd been significantly inconvenienced because of the engineer's negligence. He also complains that the boiler leaked natural gas for over 48 hours and was a danger to him and his family, his property and that of his neighbours and could have had serious consequences.

Whilst I appreciate the frustration and inconvenience that Mr H and his family experienced, I have to consider if BG did anything wrong here and caused avoidable delay in getting his heating and hot water up and running again.

There's a conflict in the evidence before me as to the work that Engineer 1 performed on 3 December, and whether or not he fitted a new gas valve as well as a new solenoid. But I don't consider that it's necessary for me to attempt to resolve this conflict. Although BG denies that its engineer was responsible for the gas leak, in the absence of any other

explanation, it seems likely to me, on the balance of probabilities, that BG's engineer was responsible. He was the last person to work on Mr H's boiler before Mr H detected that there was a gas leak. Mr H hadn't previously mentioned a smell of gas when he first contacted BG.

After Mr H reported the leak on Wednesday morning, the gas was isolated by the gas utility company later that morning, and BG attended that evening to repair the leak. BG says that this leak was so small as to pose no risk. So the complaint was made and dealt with the same day, and Mr H was without heating and hot water again for only a matter of hours.

My conclusion is that although there was poor communication by BG to Mr H, leaving him uncertain as to when the problems he'd reported would be fixed, BG addressed the initial boiler problem as soon as it was able to access the necessary parts, and the gas leak was addressed on the same day that it was reported.

So apart from the fact that it's likely that the gas leak was attributable to the work that BG's engineer undertook on 3 December, and that its communication was poor, I don't think BG has done anything substantially wrong. But Mr H says the gas leak made him feel unwell. It also led to him having the inconvenience of having to contact the gas utility company and to chase BG to repair the problem it had caused, which was made worse by poor communication. I think that £250 compensation would be reasonable to reflect the distress and inconvenience Mr H suffered over the 4 and 5 December 2018.

### **my final decision**

For the reasons I've given above, I'm upholding Mr H's complaint and I require British Gas Insurance Limited to pay him £250 compensation.

British Gas Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr H accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 22 July 2020.

Nigel Bremner  
**ombudsman**