

## **complaint**

Mr T complains that British Gas Insurance Limited was unable to repair his boiler as parts were unavailable and that it disconnected it and left him without heating and hot water.

## **background**

Mr T contacted British Gas on 27 November 2012 as his boiler had stopped working and he was without heating and hot water. An engineer attended the same day; he repaired a leak and diagnosed that a part needed to be replaced. The engineer returned the next day to fit the new part.

However, the repair did not last as Mr T contacted British Gas again on 29 November 2012 as the boiler had broken down and was leaking again.

The engineer attended the same day and diagnosed that the flue was leaking; he deemed the boiler to be 'Immediately Dangerous' and isolated it. The engineer recommended that the boiler be replaced as the necessary part was obsolete.

Mr T was unhappy and asked British Gas to send another engineer to provide a second opinion. A second engineer attended on 30 November 2012, who confirmed that the boiler had been correctly deemed as 'Immediately Dangerous' as a seal needed to be replaced and that the part was obsolete and so it would not be able to repair it.

Mr T complained to British Gas as:

- His private engineer had been able to purchase the replacement part and repair the boiler, so it was not obsolete.
- The first engineer that attended had not diagnosed the carbon monoxide leak, thereby potentially putting him and his family at risk.
- He was charged the policy excess when a repair had not been completed
- He should have been told earlier that the parts for his boiler were obsolete and that British Gas would not be able to repair his boiler. If he had known this, he would not have continued paying for the policy.
- British Gas said that the leak from the boiler "would not necessarily reach dangerous levels" and so he does not accept that it was necessary to disconnect his boiler.
- He considers that this was a tactic to try and coerce him into buying a new boiler.
- He was without central heating and hot water for four days as a result.

British Gas apologised that it had been unable to repair the boiler and agreed to refund the cost of the parts and the £50 excess paid by Mr T. It declined to reimburse any of the policy premiums as it had managed to carry out all repairs on the boiler until the claim in November 2012, despite some parts being obsolete.

Following the complaint being referred to our service, British Gas agreed to pay £682.80 which was the total amount that Mr T paid to have the boiler repaired. It also offered to pay £50 compensation for the delays in dealing with the complaint.

Our adjudicator considered that the offer made by British Gas was fair and reasonable as it reimbursed the costs incurred. She did not believe that it should reimburse any premiums as British Gas had been able to repair the boiler on all previous claims despite the parts being

obsolete. Our adjudicator also believed that British Gas had acted correctly in isolating the boiler as a health risk had been identified due to a faulty part.

Mr T disagreed with the findings and the matter has therefore been referred to me.

### **my findings**

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

British Gas has said that despite parts for Mr T's boiler being obsolete it has managed to carry out all repairs that were needed since the policy was set up until the claim in November 2012. However, the parts needed to repair the boiler following the breakdown were only available from one supplier that had bought a large amount of spare parts and it had declined to provide any to British Gas. I do not therefore agree that it should reimburse any premiums or make any award regarding that.

It has also said that the boiler was deemed to be 'Immediately Dangerous' in line with Gas Safe standards as the seal needed to be replaced and this meant that carbon monoxide could leak.

As I understand it, all qualified engineers that work on gas appliances have to be registered with Gas Safe and adhere to its regulations. The Gas Safe website provides information regarding the classification on boiler and states:

*"'Immediately Dangerous' (ID)*

*An "immediately dangerous" installation is one which, if operated or left connected to a gas supply, is considered to be an immediate danger to life or property."*

Given that the engineer had diagnosed that the seal needed to be replaced, I am satisfied that he acted correctly in isolating the boiler. I understand that Mr T has also expressed concern that this was not identified during the first engineer's attendance. Whilst I can certainly appreciate his concern, my understanding is that the boiler was not working at the time. There is no independent evidence that it was 'immediately dangerous' during that first visit and the engineer should have recognised it as such.

British Gas has provided a copy of its records which shows that the engineer had classified the boiler as being 'At Risk' during this attendance. The Gas Safe website states:

*"An "at risk" installation is where one or more recognised faults are present which could constitute a danger to life or property without further faults developing."*

Given that the boiler broke down following the repairs and had started to leak again, it is possible that it was the further fault that caused the engineer to reclassify the boiler as 'Immediately Dangerous'.

I am also unable therefore to conclude that in those circumstances it was not reasonable for it to have isolated the boiler. Although Mr T says that British Gas has said the potential leak from the boiler was not immediately dangerous, I am unable to conclude that it should have left the boiler operating in such circumstances. It follows therefore that I am unable to make any award against British Gas for the time that Mr T was without use of the boiler.

I can see why Mr T is unhappy that British Gas was ultimately unable to repair his boiler. It seems to me that, as it knew it could not have obtained the part but that it was available to others, it would have been reasonable to have informed Mr T of this and allowed him the opportunity to have the repairs done privately, rather than inform him that his only option was to replace the boiler.

Mr T did, however, get the boiler repaired and it is right therefore that British Gas reimburse the full costs of that.

It has also agreed to refund the policy excess, even though it did attend and do some work, and pay the sum of £50 in relation to a delay in dealing with Mr T's complaint.

Taking into account all the circumstances, I am satisfied that this is reasonable.

### **my final decision**

For the reasons set out above, I do not uphold this complaint against British Gas Insurance Limited, and I endorse the offer it has made to pay the following:

- the sum of £682.80 in respect of Mr T's private costs;
- refund Mr T the excess he paid; and
- pay Mr T the sum of £50 by way of compensation for the delay in dealing with his complaint.

If Mr T now wishes to accept that offer then he should confirm his acceptance of this decision by 2 September 2014.

Harriet McCarthy  
**ombudsman**