

The complaint

Mr and Mrs W complain that British Gas Insurance Limited is responsible for poor service in connection with a home emergency insurance policy.

What happened

Where I refer to British Gas, I refer to the insurance company of that name and I include engineers and others insofar as I hold British Gas responsible for their actions.

Mr and Mrs W had a British Gas HomeCare 2 policy with additional gas appliance cover for their gas fire. We categorise the policy as a home emergency insurance policy although it covers more than just emergencies. It also covers an annual service of the boiler and gas fire.

Mr and Mrs W's complaint is about the servicing of the gas fire.

On 21 June 2016, British Gas did an annual service. On 7 November 2017, British Gas did an annual service. On 20 and 21 December 2017, British Gas replaced the thermocouple.

On 9 November 2018, British Gas did an annual service. It said the gas fire needed a replacement burner. British Gas capped off the fire.

In June 2019, Mrs W complained to British Gas that it had in 2017 placed the simulated coals on the gas fire incorrectly which caused the fire to burn unevenly. British Gas wrote a final response dated 12 August 2019 declining the complaint.

In September 2019, Mr and Mrs W complained again to British Gas. On 29 October 2019, Mr and Mrs W sent British Gas a third party quote for £150.00 to fit a new fire. In November 2019, Mr and Mrs W instructed an independent gas engineer, who found debris from a bird's nest in the chimney.

By a final response dated 25 November 2019, British Gas repeated an earlier offer to pay £75.00, towards the installation of a new fire.

Unhappy with that, Mr and Mrs W brought the complaint to us on 20 May 2020. In July 2020, British Gas sent us its file. It agreed that we could look into the complaint about the gas fire, but it said it hadn't received a complaint about the chimney.

Our investigator didn't recommend that the complaint should be upheld. She thought that British Gas had done what it could to resolve the issue fairly.

Mr and Mrs W disagreed with the investigator's opinion. They asked for an ombudsman to review the complaint. They say, in summary, that:

- From November 2017, the coals were not positioned correctly and the fire was burning unevenly. So they did not use it.

- On 9 November 2018, no soot had accumulated, as observed on the previous occasions.
- On 15 or 18 January 2019, another engineer confirmed that a new burner was required simply by looking at the capped fire.
- On 7 February 2019, a different engineer said that the part was then obsolete.
- Any problem with the burner should have been detected in 2017 or earlier – then they would have been able to get a replacement part.
- Incomplete combustion, resulting from uneven burning can also contribute to corrosion of the burner, apart from the danger of carbon dioxide being produced.
- The ceramic fibre simulated coals have very high heat resistance and are therefore unlikely to disintegrate before the burner.
- At no point were safety checks of flue or chimney done or recorded in the reports.
- From the quantity and type of debris in the chimney, the independent gas fire engineer and the chimney sweep were of the opinion that that birds would have been nesting in the chimney over several years.
- It is not correct that British Gas was not permitted to visit to inspect the fire.
- At no point did British Gas offer to look for a replacement fire.

What I've decided – and why

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

The policy covered an annual safety check of the fire including emissions. The policy didn't cover a flue more than a metre in length (or sweeping or fitting a new cowl to such a flue). The policy didn't cover replacement of a gas fire.

Since at least 2014, the British Gas terms have included an exclusion to the following effect:

“Unless we cause it, we will not be responsible for any loss or damage to property as a result of your appliance or system breaking or failing, including any cleaning needed....”

According to British Gas, the gas fire was minimum 24 years old. I haven't seen any evidence to show how long ago the manufacturer stopped making the burner as a spare part.

From the British Gas records, I'm satisfied that it did safety checks on the fire on each annual service.

Mrs W has provided some evidence from gas fire specialists. One of them said the following:

“The coal layout in the instruction manual will need to be followed to prevent the coals from corroding and causing the burner any damages or blockages.”

Mr and Mrs W also downloaded some information as follows:

“Incorrect placement of the fake coals will not only cause a buildup of soot and affect the fire’s performance, but it can also result in the production of carbon monoxide. Therefore, it is imperative that the coals are arranged properly so that they do not pose a risk.”

But another said the following:

“The coals would not cause corrosion.”

And a British Gas engineer said the following:

“In my experience of 38 years within the gas industry, as an Engineer and Incident Investigator I would consider it likely the damage was due to the age of the appliance and a natural consequence of usage”.

Mrs W has said that she and Mr W didn’t use the fire much if at all after the service in November 2017. So I don’t find that the misplaced coals would’ve had much if any effect after that.

On balance, I prefer the evidence of British Gas. I find that Mr and Mrs W have fallen short of showing that – by misplacement of the coals – British Gas caused damage to the burner.

The chimney sweep has said the following:

“The debris seemed quite clean so I would hazard a guess at it being in a few years at the most.”.

The sweep has expressed a “guess” and he accepts that the debris may have been there for less than a few years. So I’m not persuaded that British Gas should’ve found or cleared debris in or before November 2018.

Overall, I don’t hold British Gas responsible for the issues Mr and Mrs W have had with their gas fire and chimney. I don’t find it fair and reasonable to direct British Gas to do any more in response to this complaint.

My final decision

For the reasons I’ve explained, my final decision is that I don’t uphold this complaint. I don’t direct British Gas Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr W and Mrs W to accept or reject my decision before 16 March 2021.

Christopher Gilbert
Ombudsman