

The complaint

Mr D complains that British Gas Insurance Limited (BG) failed to carry out an annual service correctly and didn't address his outstanding issues, following a claim under his home emergency policy.

What happened

Mr D contacted BG to carry out an annual service of his warm air unit. During that service, he noticed that BG hadn't removed, cleaned, inspected and replaced the burners on the unit, and he questioned why this hadn't been done, as he said it had been completed in the past. Mr D said that he wasn't given an adequate explanation.

The engineer told Mr D that the flue was at risk, as it required an additional bracket. She then switched off the unit saying it was unsafe. Mr D contacted BG as he didn't have confidence in what the engineer had told him. BG sent another engineer for a second opinion.

The second engineer attended his home the next day and concluded that although it was difficult to attach a support bracket, in his view the unit was safe and so he switched it back on. Mr D says he asked the engineer to take a picture of the installation so that he could get the opinion of a senior engineer at BG. Mr D contacted BG but heard nothing. So, he raised a complaint.

In its final response, BG said that the first engineer who attended used her judgement in deciding whether the unit was unsafe. But BG had offered a second opinion and the second engineer's opinion was that it would be impractical to fit an additional bracket, and in his judgement, the unit wasn't unsafe. BG recognised that its customer service was lacking due to the confusion caused to Mr D and offered and paid £70.00, by way of an apology.

Mr D wasn't happy with this outcome as he felt that BG hadn't taken care in dealing with his complaint and he had lost confidence in them. So, he referred a complaint to this service.

One of our investigators considered his complaint and didn't think it should be upheld. He concluded that BG had acted fairly. He said that BG's decision not to fit an additional bracket didn't affect the safety of the unit. BG carried out an annual service that included checking the burners and igniters. But it didn't need to remove, clean and replace the burners as this wasn't necessary. He said that the £70.00 offered was fair and there was nothing further he could reasonably ask BG to do.

BG accepted the findings. Mr D did not. Mr D said that his complaint had to do with BG changing its accustomed service to one that was less arduous without having told the customer beforehand. He felt that BG had been deceitful and asked for a decision from an ombudsman.

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.

Having done so, I won't be upholding this complaint. I realise this will be a disappointment to Mr D, but I hope my findings go some way in explaining why I've reached this decision.

I note that Mr D has made a few detailed points, which I have read and considered. I hope the fact that I don't respond in similar detail here won't be taken as a discourtesy. As an informal dispute resolution service, we are tasked with reaching a fair and reasonable conclusion with the minimum of formality. In doing so, it isn't necessary for me to respond to every point made, but to concentrate on the crux of the issue.

I have to assess what steps BG took when dealing with Mr D and whether it acted unfairly or unreasonably towards him. I think the main issue of this complaint is whether BG failed to provide a full service of Mr D's warm air unit. In that BG adopted a new type of service that was significantly different to previous services that had been carried out on Mr D's unit.

Mr D said that BG had changed its accustomed service to one that was less arduous, and he felt was less thorough. I asked Mr D if he had any further evidence, such as expert evidence that could support his opinion. Mr D said that he had no further evidence to provide.

I asked BG whether the level of service provided to Mr D was a full or perhaps interim service. And the level of experience its engineers had. BG confirmed that the engineers who attended were qualified to work on warm air units and were able to carry out annual services on those units. It said that when an annual service was allocated to an engineer, if that engineer didn't have the necessary skills to work on the unit, the system would not allocate the job to that engineer.

As to the level of service it carried out on the unit. BG confirmed that it was a full annual maintenance inspection and not an interim service that was carried out. That if an engineer who carried out the service, felt the need to inspect the unit/parts further, he or she could dismantle and reassemble those parts, if required.

I also asked BG whether it carried out the annual service based on the manufacturer's instructions. It said that its annual services are derived from the Gas Safe regulations and are based on its technical operational procedures (TOP). Those TOPs are commercially sensitive and can't be shared, but its engineers would follow those procedures to carry out an annual service.

I think that BG did carry out a full annual service as it was required to do under the terms and conditions of Mr D's policy. I think that the annual service was Gas Safe compliant and as BG has confirmed, if its engineer believed that a part needed to be inspected further, they were at liberty to dismantle and reassemble that part. So, I think that had it been necessary for the engineers on this occasion to have done so, they would've.

I have next considered whether BG had breached any gas safety regulations, as Mr D said that BG had been misleading. In that one engineer said that the flue required an additional support, whilst another engineer deemed the unit stable without it.

I asked BG to address these points raised by Mr D. Its Customer Delivery Manager confirmed that although he couldn't recall every specific change to gas safe regulations over the past 17 years, when Mr D's unit was installed and later inspected by Gas Safe, there were no issues with the installation. And during this site visit no gas safety defects attributed to BG were identified either. So, I think as far back as the installation, the unit was safe.

BG confirmed that the reason why it wasn't possible to install the additional support was because of the unit's restricted position. On the second visit it was that engineer's assessment that the unit was safe irrespective of the lack of additional support. And I don't think BG was unreasonable to rely upon its expert's assessment, that decided that the unit was safe.

BG has admitted that its customer service fell below its usual standard because of the confusion it caused Mr D. For this, it offered and paid £70 as a goodwill gesture. I have considered whether this is fair, and I think it is. It not only acknowledges the poor customer service, but it is in line with what I would have suggested, had it not already been offered.

Mr D said that he had lost confidence in BG as he felt that it was deceitful. However, I note that Mr D commented that he was happy with the second engineer who attended, as that engineer was informative and helpful. Also, I understand that Mr D has recently renewed his policy with BG. So, I'm pleased that Mr D's confidence in BG has been restored sufficiently for him to have chosen to renew with BG.

Overall, I don't think there is enough evidence to support Mr D's complaint that BG failed to carry out the annual service correctly. And I think that the £70 paid for the poor customer service was fair in the circumstances. So, I won't be asking BG to do anything more to resolve this complaint.

My final decision

My final decision is that British Gas Insurance Limited has already paid £70 for the trouble and upset it caused and I think this offer is fair in all the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 4 August 2021.

Ayisha Savage
Ombudsman