

The complaint

Mr M complains that British Gas Services Limited (British Gas) failed to properly record what it had done during three annual services under his home emergency insurance policy.

What happened

Mr M holds a Home Care policy with British Gas that includes an annual service. This is for a property he rents out to tenants. In November 2020 British Gas carried out an annual service but Mr M said the engineer didn't leave a checklist at the property to show what they'd serviced. He also said he hadn't seen a checklist for the annual services completed in 2018 and 2019 either, and his tenants couldn't recall if one had been left with them. So, Mr M complained to British Gas.

British Gas said the checklist is left at the property with an authorised adult. And it said it would expect the tenant to send the checklist to their landlord. It said it didn't keep copies of the actual checklist and it only had a record of the comments that were made on it. It said it would send Mr M letters for each of the three years from 2018 to 2020 and include the comments from its records. British Gas apologised for the inconvenience and gave Mr M £50 by way of an apology.

Mr M remained unhappy so he approached this service. He said he didn't think he'd received the service he'd paid for as there was reason to doubt that an annual service had taken place. He said he wanted a refund of the cost of his policy for each year between 2018 and 2020 and compensation for the time he'd spent pursuing the complaint. He said he also wanted British Gas to change its process so a detailed checklist was held centrally and issued to the landlord in a specified time period.

Our investigator said this service couldn't ask British Gas to change its processes – that was a matter for the Financial Conduct Authority. She didn't think there was enough evidence to say whether or not a checklist had been left at the property. But she was satisfied the notes of the annual services on British Gas's records were enough to confirm the work had been completed. Mr M had also been sent gas safety certificates for each year to confirm a service had been carried out. Our investigator didn't think British Gas should refund the cost of Mr M's policy, as he'd had the benefit of the cover for those three years. She said British Gas had given Mr M £50 for not providing a checklist at the end of all three visits and she didn't think it was reasonable to ask it to pay any further compensation.

Mr M didn't agree with the investigator's view. He said the contract was between British Gas and him, not his tenants. And the information provided by British Gas after he complained wasn't an adequate substitute for the checklist that should have been completed and left by the engineer. As Mr M remains unhappy, the complaint has been passed to me to make a final decision.

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.

Mr M wants British Gas to keep checklists centrally and give them to landlords within a specified period. As our investigator said, this service can't ask British Gas to change its processes. Mr M would need to pursue that matter with British Gas or possibly the Financial Conduct Authority. My role here is to decide if British Gas has acted fairly and reasonably in all the circumstances and in light of the terms and conditions of Mr M's policy. And I think it has. Let me explain why.

The terms and conditions of Mr M's Home Care policy sets out what it covers and includes the following information about the annual service:

"One of our engineers will visit your home to complete your annual service. This will include testing the gases your appliance or boiler produces.

If the visit shows that it's necessary to take your appliance apart to adjust or clean it, we'll do so.

During the visit, our engineer will fill in a checklist that shows you exactly what we've looked at. If we find a problem or fault that needs to be fixed, we'll tell you about it."

The evidence shows that British Gas has records of an annual service being carried out in all three years. Following the annual service in November 2020 British Gas advised Mr M to upgrade his gas hob because the flame was poor and recommended a powerflush to his boiler due to its condition. Mr M also received gas safety certificates in each year following the annual service. So, I'm satisfied an annual service was completed in all three years.

It's unclear whether the British Gas engineer left a checklist at Mr M's property in each of the years from 2018 and 2020. Mr M's tenants and his property manager said no checklist was left in 2020 – and they can't recall one being left in 2018 or 2019 either. British Gas believe a checklist would have been left with the tenants but can't confirm that. And if a checklist was left at the property, it doesn't appear to have been passed on to Mr M.

While British Gas can't confirm that a checklist was left at Mr M's property following each annual service, it has records of a checklist being completed on each occasion. And it sent Mr M letters for each year to show what the engineer looked at. Mr M said he was concerned he didn't have a proper record of the service, which left him exposed to potential claims of negligence. The letters British Gas has sent him confirm that an annual service was completed in those three years and that his boiler was checked by a British Gas engineer, should he need to provide evidence of that. So, I think that was a fair and reasonable way of responding to Mr M's concerns.

Mr M says he doesn't think the notes of the annual services provided by British Gas provide the level of detail specified in his policy. The terms and conditions set out what the engineer should do during an annual service and concludes that the checklist will tell the policyholder exactly what they've looked at and tell them about anything that needs to be fixed. The notes of the annual service are brief but they set out what the engineer looked at. British Gas also contacted Mr M soon after the annual service in November 2020 to let him know about a couple of problems it had found and suggested ways of fixing them. In light of this, and in the absence of any further evidence, I think it would be unfair to say British Gas failed to fulfil its obligations under the terms and conditions of Mr M's policy.

Mr M has said he wants a refund of the entire cost of his policy for each year between 2018 and 2020. But I don't think that would be proportionate. He's had the benefit of the policy

throughout those three years, including the annual services, so he's received the service he paid for. So, I don't think it would be fair to ask British Gas to refund Mr M's policy premiums.

I can understand why Mr M was frustrated he wasn't able to see the checklists completed by the engineer in 2018, 2019 and 2020. It's not clear why they weren't passed to him but I can see he's been inconvenienced by having to approach British Gas to confirm the annual services were completed. British Gas has given Mr M £50 by way of an apology and, in the circumstances, I think that amount is fair and reasonable for the inconvenience its potentially caused. I don't think it needs to do anything more.

My final decision

British Gas Services Limited has already paid £50 to settle the complaint and I think this amount is fair in all the circumstances. I don't think it needs to do any more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 2 August 2021.

Richard Walker
Ombudsman