

The complaint

Mr G complains about British Gas Insurance Limited (British Gas) under his home emergency policy. His complaint is that British Gas didn't provide a full service of his boiler.

What happened

Between 2013 and 2020 Mr G held a home emergency policy with British Gas that provided repairs in the event of breakdown or damage to the boiler and controls. It also included an annual service of the boiler.

In 2020 Mr G cancelled his policy and had his boiler serviced by a private engineer. The engineer told Mr G that, in his view, British Gas hadn't properly serviced Mr G's boiler. The engineer found a build up of shale and filings in the boiler, indicating that the affected part of the boiler hadn't had a full 'strip down' service during the time of the policy.

Mr G contacted British Gas to complain that his boiler hadn't been properly serviced and therefore hadn't been working as efficiently as it should. Mr G also said that since the private engineer's service the boiler had been working far more efficiently.

British Gas rejected Mr G's complaint. They disagreed that they hadn't serviced the boiler properly, as the policy didn't state that the annual service would be a full strip down service. They said that when their engineers carried out the annual service, they took a series of readings from the boiler. Only if these readings fell outside defined parameters would they carry out a full strip down service. Records of the annual services of Mr G's boiler indicated that these parameters hadn't been exceeded, so the services were carried out in accordance with the terms and conditions of the policy. But British Gas did offer Mr G £50 as a goodwill gesture for his boiler working more efficiently after the private engineer's service.

Mr G then complained to this service. The main points of his complaint were that British Gas had failed to service the boiler properly. Also, he was told by a British Gas manager that, while he thought the work carried out by the private engineer should have been done by British Gas, the service records confirmed that the readings taken at each British Gas service didn't indicate the need for a strip down service. Mr G also didn't think £50 was fair and reasonable compensation.

Our investigator didn't uphold Mr G's complaint. The investigator concluded that British Gas had complied with the terms and conditions of the policy, which didn't require a strip down service, as the purpose of the annual service was to ensure that the boiler was working safely (not as efficiently as possible). So the investigator didn't think that British Gas had done anything wrong. The investigator also didn't think that British Gas's offer of £50 as a goodwill gesture was unfair.

Mr G disagreed with the investigator's conclusions and requested an ombudsman review the complaint. He remained unhappy that British Gas weren't providing a full boiler service, unless specific parameters were exceeded. He was also unhappy at the £50 offered to him.

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.

My role here is to decide whether British Gas has acted fairly towards Mr G.

The main element of Mr G's complaint is that British Gas didn't carry out a proper service of his boiler. I've looked at the service records provided by British Gas. These indicate that annual services were carried at roughly annual intervals from January 2013 through to September 2019, with some work in 2018 to replace a valve. There's no indication of any additional work (such as a strip down service). The issue is whether this is consistent with what the policy terms and conditions provide for.

Looking at the terms and conditions, specifically those relating to the annual service, this is defined as:

"a check in each period of agreement to ensure that your gas boiler, appliance or central heating, and ventilation is working safely and in line with the relevant laws and regulations."

There's also a "visiting you" section of the policy that states:

"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 or boiler apart to adjust or clean it, we'll do so."

My reading of these terms and conditions indicate that the purpose of the annual service is to ensure that the boiler (and the other elements listed) are working safely, and that the testing involved is designed to do this. While I note the view of Mr G's private engineer (and the comment Mr G says was made to him by a British Gas manager) that the service should involve 'strip down', it's not what the policy terms and conditions require as a matter of routine (as opposed to being shown to be necessary). Nor do I think that's what they imply, so I can't say that they are misleading (and therefore unfair or unreasonable).

Based on these considerations, I've concluded that British Gas acted within the terms and conditions of the policy in providing an annual service of the type set out in the policy. As I don't think these terms and conditions are misleading, then I've concluded that British Gas haven't acted unfairly or unreasonably. In those circumstances, while I can understand Mr G's unhappiness, I can't say that their offer of £50 as a goodwill gesture is unfair or unreasonable.

My final decision

For the reasons set out above, my final decision is that I don't uphold Mr G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 3 September 2021.

Paul King
Ombudsman