

The complaint

Mr C complains about British Gas Insurance Limited (“British Gas”) for not carrying out annual services as required and for leaving problems with a flue undetected and unrepaired. He wants British Gas to make changes to its processes and to compensate him for the risk he thinks he faced and the costs he incurred.

What happened

In December 2019, Mr C took out a British Gas boiler cover policy. This included an annual service and cover for call outs.

In January 2020, Mr C called out British Gas as he was experiencing a problem with his boiler. Work was done at that time.

Mr C’s policy renewed in 2020.

In January 2021, Mr C called out British Gas as his hot water and radiators were not getting hot. No fault was identified, and he was advised to reduce the flow of water to allow it to get hotter.

During that visit, the engineer completed a work sheet which also contained the details of an annual service. No service had actually been carried out. At that time, as the coronavirus pandemic was ongoing, British Gas was operating a policy not to carry out annual services, and to only conduct essential repairs.

Mr C was frustrated by the visit from British Gas and cancelled his policy.

He contacted an alternative company who attended his home in March 2021. The alternative company looked at the flue for his boiler in Mr C’s loft space and identified that it was not sufficiently secure. The flue was marked at a point for a clamp to be fitted but no clamp had been fitted. The engineer advised Mr C that this meant that the flue could become loose or detached. He marked the boiler system as ‘at risk’ and arranged to return to secure the flue soon afterwards. The boiler was left on in the interim at the request of Mr C, as his family suffered from cold related conditions and needed the heating available.

Mr C paid £180 for the repairs to be completed by the alternative engineers.

He complained to British Gas. He felt that he and his family had been exposed to risk of gases escaping from the flue and he felt that he had been deceived about the checks done into the safety of his system.

British Gas acknowledged that the annual service had not been carried out and offered Mr C £30 to reflect this.

Mr C was not satisfied and contacted us.

Our investigator looked into this matter and set out her view to the parties. This was that the complaint should be upheld, and British Gas should pay to Mr C a total of £150 compensation.

Mr C did not accept that view and asked for an ombudsman decision.

I set out my preliminary view in respect of this complaint in July 2022. In that provisional decision I explained that I agreed that the complaint should be upheld but I thought that the particular effects on Mr C had been severe and the level of compensation should be increased.

That provisional decision has been shared with the parties and they have been invited to comment.

British Gas has not responded to the provisional decision. Mr C has provided submissions and further evidence of where he feels he was deceived by British Gas. He has also provided evidence of his health and how this could be affected by cold.

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 C has provided details of the effects upon him and he has explained his concerns about the systems and practices operated by British Gas. He has explained that around 5 engineers attended his home over the period of cover and 3 of them would have seen the flue but did not identify the issue with the clamp. He also advised that he was not aware of British Gas's policy to not carry out services during the pandemic and how this added to his feelings of having been deceived.

I appreciate his worry about the practices operated, but as previously explained we are not able to consider broader practices and policies of a business. We look at how the actions of a business affect the individual consumer, and we seek to put that right.

Mr C has set out his residual concerns that he may have been exposed to carbon monoxide or other gases in the flue. I appreciate his worry, but I remain of the view expressed in my provisional decision. There is no evidence that the flue actually leaked, or any gases escaped into the loft space. The flue was described as at risk, rather than that it presented a danger.

I have taken into account the effects suffered by Mr C, including a severe loss of trust in businesses of this type, and the extensive feelings that he has been deceived. I am satisfied that the effects on Mr C have been substantial, and I consider that the level of compensation I proposed is in line with the awards we would usually make in similar circumstances, where a consumer had been caused substantial distress and inconvenience.

For these reasons, I remain of the view expressed in my provisional decision and adopt that decision, as supplemented by the above, as my final decision and I uphold Mr C's complaint.

Putting things right

As set out in my provisional decision, in order to put things right I consider that British Gas should provide to Mr C a carbon monoxide alarm, reimburse him for the costs of repair to the flue, and pay him £500 compensation for his distress and inconvenience.

My final decision

For the reasons given above, and in my provisional decision, I uphold Mr C's complaint and direct British Gas Insurance Limited to:

- Provide Mr C with a carbon monoxide alarm, as detailed under his previous agreement;
- Reimburse Mr C for the costs he incurred when engaging an alternative engineer in March 2021; and
- Pay to Mr C £500 compensation for his distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 5 October 2022.

Laura Garvin-Smith
Ombudsman