

The complaint

Mrs C complains about her annual service cover with British Gas Insurance Limited (BGIL). And their handling of a claim for her gas fire made under her home insurance policy.

What happened

Mrs C took out a Home Care Service 3 policy with BGIL in November 2017. The policy covered her boiler, controls and central heating, an annual service, plus repairs to plumbing and drains. Mrs C also asked for a gas fire she acquired in 2016 to be included under additional cover in the policy. Mrs C paid an additional fee for the cover for her gas fire. Mrs C's gas fire had a remote-control function which she found useful given she'd mobility issues.

In January 2018, Mrs C's first annual service was carried out. But in March 2018, Mrs C said her fire wasn't working. BGIL sent an engineer who said the fire needed a new thermocouple, but the item wasn't in stock. He placed an order for the part. A few days later BGIL sent another engineer who replaced the batteries in the fire's remote control and left with the fire now working. But in May 2018 Mrs C again had problems with the fire not lighting. And at this time the thermocouple was replaced.

In November 2018, Mrs C's was again having problems with her fire and a couple of error messages showed on her remote control. BGIL sent engineers on three occasions to check Mrs C's fire and to make repairs.

In February 2019, Mrs C's annual inspection was done. But in April 2019 there were further issues with the fire and another thermocouple was replaced, there was a total strip down of her fire, and a new grommet fitted to the gas pipe entrance hole. But Mrs C saw another error message about her fire in September 2019, it was found that the burner bar was cracked and there were again issues with the thermocouple, another replacement thermocouple was ordered.

In October 2019 the main burner wouldn't stay lit. And it was agreed by BGIL that there was a need for the manufacturer to carry out the repairs under warranty as previous repairs hadn't resolved the issues. Mrs C said that her warranty had been voided due to the actions taken by BGIL in their annual services, so BGIL agreed to cover any costs incurred by Mrs C.

In December 2019 an independent engineer visited and identified issues with previous repairs as the thermocouple had been routed incorrectly and the burner bar was cracked. Mrs C was charged £120 for the work, and her fire was working when the engineer left. Due to an unexpected bereavement Mrs C said she had to go away for a couple of days. And on her return the fire did light but there was an error message about over heating that came up. She said she found a workable solution in that when she turned on the fire she immediately put it on its lowest setting. But this didn't provide sufficient heat to her home, only a warm glow.

In May 2021 Mrs C complained to BGIL about the renewal cost of her policy, the lack of annual services that she'd paid for, and the poor customer service she'd experienced

regarding her fire.

BGIL apologised for not being able to carry out the annual service for the year November 2019 to November 2020, as this was due to difficulties caused by the pandemic. They agreed to reimburse Mrs C £130 for the service charge. And looked to arrange an annual service for Mrs C under her current policy cover. They also apologised for the multiple repair issues they'd been unable to rectify for Mrs C's fire which meant a third party carrying out the repair. They said Mrs C had been reimbursed £120 for this and BGIL offered Mrs C a further £50 for the inconvenience this had caused. BGIL said they'd reviewed Mrs C's policy cover for the current year and said they would offer a discounted price. BGIL acknowledged that Mrs C had further issues about her fire and asked her to expand on the issues so that they could investigate it further.

Mrs C wasn't happy with BGIL's response and referred her complaint to us. Our investigator asked BGIL to consider further comments from Mrs C about poor workmanship during the repairs to her fire in April 2019, and the engineer arriving unannounced and without paperwork. Also, the damage she said that was caused to her fire in late 2019 that she said had again been caused by poor workmanship. And the poor customer service she'd received.

BGIL couldn't comment further on Mrs C's specific points as the people involved were no longer with the business.

Our investigator said that BGIL's resolution to Mrs C's complaint was fair and reasonable and didn't ask them to do anything further.

Mrs C didn't agree and asked for an ombudsman to decide.

I issued a provisional decision in January 2023 that said:

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'm currently minded to uphold this complaint. I'll explain why.

Where the information I've got is incomplete, or unavailable as it is here, I must base my decision on the balance of probabilities. I can see Mrs C has gone to some trouble to provide our service with some very detailed submissions, including specific points about the management of BGIL's engineers and service delivery. I want to assure her that I've read everything she's sent us. I hope she'll understand if I don't address every comment she's made in this decision. I intend to concentrate on what I consider is key to the complaint.

It's clear that Mrs C feels very strongly that her complaint should be upheld. As a longstanding customer, I recognise that she feels let down by the service she received. But, while I can understand Mrs C's frustration, our service is impartial. We don't take either side's instructions on how we investigate a complaint, and we don't regulate or punish businesses. My role here is to assess whether I think BGIL made a mistake or treated Mrs C unfairly. If the evidence suggests that it did, I must determine whether BGIL has offered adequate compensation that reflects the distress and inconvenience that was caused by what happened.

I can see from BGIL's records that they acknowledge the repairs that had been done hadn't

resolved the issue. This is evident from the visit made by BGIL in October 2019 when its recommended for the manufacturer of the fire to look into the issues instead of BGIL engineers. It was also suggested that this could be done under Mrs C's warranty but Mrs C has explained this wasn't an option. Mrs C said that her warranty had been voided by the work done previously by BGIL. I've looked at the terms and conditions of Mrs C's policy which says under warranty:

"If your boiler, appliance or system is covered by a third-party warranty, it's your responsibility to make sure that any work we do doesn't affect that warranty."

But I can see that during the same visit made to Mrs C in October 2019 BGIL agreed that they would cover the cost of the independent repair - £120, which I think was fair and reasonable. And I understand Mrs C has been reimbursed for this. From the repair that subsequently followed in December 2019 it was noted:

"Flame rectification fault causing fire to fail. This was down to thermocouple routed Incorrectly and damaging part. Also, ht lead had signs of damage so has been replaced. Burner bar that has been replaced was slightly out of position, altered and Tested"

I can see from the records of the repairs done that the thermocouple had been replaced by BGIL on more than one occasion. And from the above report I think its clear that this hadn't been done correctly causing further damage. So, I can understand why Mrs C, from her account, felt concern about the standard of the repairs and the workmanship, and that she felt uncomfortable about how some of these repairs were done.

BGIL has taken steps to put things right for Mrs C by reimbursing her annual service fee (£130) which couldn't be done due to the pandemic. Covering the costs of an independent engineer carrying out repair work (£120) and by reducing her renewal premium. BGIL has also offered Mrs C £50 for distress and inconvenience. While I think BGIL has put right issues around Mrs C's annual service and premium, I don't think their offer of £50 for the distress and inconvenience caused to Mrs C is enough.

Mrs C has mobility and other health issues and being without the warmth of a fire for periods over this time is upsetting and I think would have caused Mrs C discomfort. She has also had the inconvenience of reporting faults, arranging repair visits and for repairs to be carried out only for further repair work being needed. And I think its clear that some of the issues with Mrs C's fire are due to repairs not being done correctly which appear to have caused further damage. I can't know which thermocouple repair was routed incorrectly but the first such repair was carried out in May 2018, and Mrs C has had ongoing issues with her fire for sometime after this. So, to reflect the distress and inconvenience that she has experienced I intend to ask BGIL to pay Mrs C a further £300 (£350 in total)

Responses to my provisional decision

Neither party presented further evidence for consideration.

My final decision

I uphold this complaint and ask British Gas Insurance Limited on top of the payments they've made for the annual service - £130, repair - £120 and reduction in premium. To pay Mrs C:

- £350 for distress and inconvenience caused by their poor service.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 1 March 2023.

Anne Scarr
Ombudsman