

The complaint

Mr M complains about British Gas Insurance Limited (BG) poor service, following an annual service under his appliance insurance policy.

What happened

Mr M had his gas appliance initially serviced by BG in 2021. He said during the service the engineer removed the coals and marked the appliance as unsafe due to lack of coals.

Mr M then instructed an independent engineer who carried out the service and supplied further coals.

In 2022, Mr M contacted BG for an annual service. It sent an engineer. Mr M said the engineer took the coals off the appliance and couldn't put them back, as there was no manual. He then condemned the appliance.

Mr M raised a complaint as he said that BG ought not to have started the service, knowing that there was no manual, just to then condemn the appliance. Mr M said he wanted BG to install a new appliance. He also complained about the poor service issues he experienced, namely the delays and poor communication.

In its final response, BG accepted that there had been incidents of poor service. And for this it offered and paid Mr M, compensation of £50 for the trouble and upset this caused. It also said that it should never have kept the appliance on cover after the first engineer had condemned it. So, it refunded the cost of cover from 2022/2023. However, it said that it would not install a new appliance, as the correct decision had been made to condemn the appliance due to safety concerns.

Mr M was given his referral rights and referred a complaint to our service. One of our investigators considered the complaint and didn't think it should be upheld. His view was that the engineer who had removed the coals to carry out the service, was right to condemn the appliance, as he wouldn't have been able to guarantee the safety of it, as the manual was missing. So, there was nothing further he could reasonably ask BG to do.

BG accepted the view, Mr M did not. He reiterated that the engineer ought not to have conducted the annual service, when he already knew that the manual was missing. And as BG had started a service without due care and attention, they ought to be liable. So, he 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 uphold this complaint, for much the same reasons as our investigator. I understand that this might be a disappointment to Mr M, but I hope my findings go some way in explaining why I've reached this decision.

I've considered both parties comments, and the evidence they've provided. I think the main issue of this complaint is whether BG was fair to have condemned the appliance, without the full information it needed to complete the service.

The first engineer sent by BG to service the appliance in 2021, marked it as unsafe due to lack of coals. Mr M instructed a third-party engineer who conducted a service and replaced some coals.

In 2022, when the second BG engineer carried out the service, Mr M said that BG were aware that the manual (that he had been unsuccessful in trying to replace) was missing. He said that BG ought not to have started the service (by removing the coals), knowing that there was information missing.

I've had a thought about this, and I don't agree. So, I'll explain why. I do think that beginning the service without having the manual, seems like poor procedure. But despite this, I don't think BG was in a position to deem the appliance safe without the manual being present. In other words, even if it hadn't started to remove the coals for the annual service, as there was no manual available, it wouldn't have been able to deem the unit safe.

Further, the engineer in his contact notes stated: *'Customer states he bought coals, which are obsolete, from a 3rd party. no guarantee that they are safe and no guarantee they were in the correct order as, again, no manual'*.

Consequently, I can't agree that the engineer was unreasonable, in refusing to confirm that the appliance was safe to use, unless he was satisfied with all the components being present. And I think he raised concerns not only because of the lack of the manual, but also whether the third-party coals were actually safe to use with the unit.

Accordingly, as BG was unable to confirm that the appliance was safe to use, it was condemned. And as this was a safety concern, I'm persuaded that this was the correct approach. As a result, I'm unable to reasonably ask BG to install a new appliance here, as I'm not satisfied that it did anything incorrect.

BG has recognised that there were some poor service issues, namely poor communication, and some delays. It has offered compensation of £50 for the trouble and upset this caused. Having reviewed our guidelines on compensation awards, I'm satisfied that this is a fair amount that reflects the error that it made.

It has also reimbursed the cost of the contract (2022/2023), as it recognised that Mr M ought not to have been charged for this, given that it had condemned the appliance. I do think BG has been fair in putting things right.

I acknowledge Mr M's strength of feeling about this complaint and the reason why he referred it to our service. I understand that my findings are likely to be a disappointment to Mr M. But, in the overall circumstances of this complaint, I haven't seen enough evidence to show that BG acted unfairly. I'm therefore not going to tell it to do anything further here.

My final decision

For the reasons given, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 6 December 2023.

Ayisha Savage
Ombudsman