

summary of complaint

Mrs and Mr E complain that British Gas Insurance Limited had not treated them fairly when it capped their boiler off. They are also unhappy that they had to contact British Gas themselves to arrange for the Annual Service Visits.

background to complaint

In November 2011, Mrs and Mr E contacted British Gas and arranged for an Annual Service visit. At the same time, they requested to be contacted on a mobile number prior to the engineer's arrival.

On the date of the visit, the engineer rang the land line. He was unable to meet the morning appointment and needed to rearrange the appointment for the afternoon. However, by late afternoon, the engineer had not arrived and Mrs and Mr E rang British Gas. They were told the engineer had been to their home, but that there was no one to let him in.

Mrs and Mr E were unhappy that they had not been contacted on their mobile number as agreed. Because of this, British Gas arranged to send an engineer the following day between 14:00 to 16:00.

During the visit, the engineer found there was a gap in the secondary flue which was leaking fumes. He concluded that the boiler was immediately dangerous and had to be capped off and arranged for another engineer to offer a second opinion.

British Gas says its HomeCare agreement does not extend cover to flues and so no repair work could be carried out under the policy. It also says that taking into account the age of the boiler, its engineers recommended that the boiler should be replaced. As this is not covered under the policy, the engineer offered to arrange a quote for replacement boiler.

Mrs and Mr E are unhappy that they were left without heating or hot water. They have argued that under the circumstances, they should be entitled to get a refund of the premiums they paid. British Gas did not agree and Mrs and Mr E referred their complaint to this service.

Our adjudicator reviewed the circumstances of the complaint and concluded that as the boiler had been deemed immediately dangerous, British Gas had not acted unreasonably by capping it off.

Mrs and Mr E did not agree with the adjudication. They were not satisfied that all their points had been considered and made further representations. They argued that as the boiler was capped because of a leak from the flue, if they had called British Gas earlier for any repair, it was likely that no repair would have been carried out.

Mrs and Mr E also suggested that no proper tests were carried out by the engineer who they say was at their home for ten minutes. They also say that their carbon monoxide detectors did not detect any leak. So they questioned how, despite having the air vent checked by British Gas over the years, it failed this time.

In addition Mrs and Mr E expressed dissatisfaction with the way British Gas tried to sell them a new boiler. They feel that British Gas has decided not to maintain boilers and heating systems over a certain age.

The adjudicator was not persuaded to reconsider her conclusions by the additional points raised and informed Mrs and Mr E of this.

As Mrs and Mr E did not accept the adjudication, the complaint was referred to me to consider.

my findings

I have considered all the available evidence and arguments from the outset, in order to decide what is fair and reasonable in the circumstances of this complaint.

I would first like to apologise to Mrs and Mr E for the length of time it has taken for their complaint to reach me for my final decision. We are dealing with an unprecedented caseload and I am sorry that Mrs and Mr E have had to wait so long.

Although I have noted that Mrs and Mr E have raised several points in referring their complaint to this service, I consider the crux of the complaint to be the decision to cap off the boiler.

I note that Mrs and Mr E have stated that the engineers have not carried out sufficient investigation to determine the integrity of the flue. However, they have not provided any contrary independent evidence to suggest that the diagnosis made by the two engineers from British Gas was incorrect. I therefore have no reason on the evidence presented to doubt the engineers' assessment that the flue was leaking fumes.

Given that the flue was allowing harmful gases to escape when the boiler was in use, I do not think British Gas had acted unreasonably in following the Gas Safe regulations and switching the boiler off.

I have also considered Mrs and Mr E's disappointment that they had to contact British Gas themselves to book the Annual Service Visit.

British Gas' records show that prior to the November 2011 visit, the last Annual Service carried out was in November 2010. I also checked the policy wording documents and I can see that it offers an Annual Service Visit per period of cover.

What this means is that under the agreement, British Gas is required to carry out an Annual Service Visit within the period of cover. The policy, however, does not guarantee that this would be at a specific time. Indeed, the policy does say that at times, when there is high demand for its services, it would prioritise emergency call outs.

I would have preferred it if British Gas had contacted Mrs and Mr E, even if only to say that it was considering completing the Annual Service Visit at a later date. There is no reasonable explanation from British Gas as to why this had not happened. I can therefore empathise with Mrs and Mr E in their disappointment.

However, once Mrs and Mr E contacted British Gas, it was able to arrange a visit within a few days. I therefore do not consider that British Gas had acted contrary to the policy terms.

The other issues to consider, therefore, are the fact that the first morning visit had been delayed and British Gas failed to follow on its agreement to call the mobile phone in advance

of its visit. Given that British Gas had agreed to call in advance, I think it is only reasonable that it should have done.

I therefore agree that there were some failings on the part of British Gas in its dealings with Mrs and Mr E that would have caused some inconvenience.

However, compensation is a discretionary remedy that we sometimes award if we feel that a business has acted wrongfully and, therefore, caused distress and inconvenience to its customers over and above that which naturally flows from an insured event. Not every case of wrongdoing justifies compensation; sometimes an apology is enough. Whilst I do not condone British Gas' delay in attending, I do not think this warrants an award for compensation.

In consideration of the request for refund of premiums, it is not possible to establish at what point the flue became unsafe to use. I therefore do not think it is appropriate for me to speculate on possible scenarios.

In addition, I do consider that by taking out an annual policy, customers are insuring against the risk of breakdown over the period of cover. Irrespective of when the insured event occurs, the agreement is entered in good faith by both parties. Unless the risk insured changes significantly and this is recognised to allow the reassessment of the cost and level of cover in place, I would not think it reasonable to retrospectively conclude that at some point during the period of cover the policy had been rendered ineffective.

my decision

I am not persuaded British Gas has acted contrary to the terms of its policy. I do not uphold this complaint.

Christopher Tilson
ombudsman