

complaint

Mr K complains about the service he's received from British Gas Insurance Limited ("BG") under his central heating plan.

background

Mr K has a policy with BG for the maintenance of his boiler and central heating system. This includes an annual boiler service.

For many years vegetation was growing over the exit to the flue to Mr K's boiler. The flue exit is located on his neighbour's property. Mr K feels that his flue hasn't been checked by BG at his annual services. He's concerned that if he'd used the room in which the boiler is situated, there would've been a risk of carbon monoxide poisoning.

BG says that at each annual service Mr K's flue has been checked. It has provided electronic copies of the service reports that the service engineers have left behind after their service visits. These show that since 2009 the engineers have noted that Mr K's boiler isn't to current standards. It says this is because the flue exit isn't accessible. BG says the boiler's emissions are tested from the start of the flue at the back of the boiler. So it doesn't need to access the flue exit. Its records also show that each year the flue has been tested, as confirmed by the "Chimney installation and test" check box in the engineer's report form, and the appliance confirmed as safe.

BG has offered Mr K £60 as a goodwill gesture. It says this is the cost of an annual service. Mr K isn't satisfied with this and wants a payment of £300 which represents five years annual services.

Our adjudicator didn't consider that BG had acted unfairly and didn't think that it should be required to make a higher payment. Mr K doesn't agree with the adjudicator's conclusion and has asked that the matter be referred to an ombudsman.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I'm not going to uphold Mr K's complaint for the following reasons.

Mr K's flue exit was covered by vegetation, and wasn't on his property. It wasn't in accordance with current standards because it wasn't accessible. I'm satisfied that BG's engineers informed Mr K of this, as it's stated in his service reports. I don't think BG has any responsibility to ensure that Mr K's flue remains free of vegetation, or to arrange for access to somebody else's property. So I don't think his annual services were inadequate in these respects.

The purpose of an annual service is to ensure that a boiler is working properly and safely. I've looked at BG's records which say that each year the chimney installation and tests were satisfactory, and the boiler was stated to be safe, even though it wasn't to current standards because of accessibility issues. I've seen no evidence to suggest that the testing BG did was in any way insufficient or inadequate to ensure the boiler was operating properly and safely. So I don't think there's any basis for Mr K to receive a refund of any part of his annual premium.

my final decision

For the reasons given above, I'm not upholding Mr K's complaint and I don't require British Gas Insurance Limited to make any further payment to Mr K.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 11 May 2016.

Nigel Bremner
ombudsman