

complaint

Mrs A complains about an annual service carried out on her gas fire by British Gas Insurance Limited.

background

Mrs A holds a HomeCare policy, underwritten by British Gas Insurance Limited. This policy provides that British Gas will carry out annual services on the relevant gas appliances.

Mrs A says that British Gas has failed to carry out services on her gas fire properly or in line with its policy terms and conditions. Mrs A says that the gas fire should be dismantled, fully cleaned and then put back together, which is what has been done when she has had private services in the past, and is in line with a definition she has provided from the gas safe register website.

Essentially Mrs A says that British Gas provide a safety check and not a proper service and therefore its policy terms (which say it provides a service) are misleading. Mrs A also says that the gas fire was taking longer than expected to ignite, causing her worry when using it and therefore British Gas has left it with a fault after the visit in December 2012.

British Gas says that it has carried out annual services in line with its policy terms and conditions and no safety issues have ever been identified. However, there was some delay in dealing with Mrs A's complaint and so it sent her a cheque for £70 in recognition of this.

As Mrs A remained unhappy with British Gas' response, she brought her complaint to this service for consideration.

Our adjudicator was of the opinion that this complaint should not be upheld, as she considered that British Gas had carried out annual services in line with its policy terms and conditions. She also considered that there was insufficient evidence to indicate that British Gas had ever left the appliance unsafe or faulty.

Our adjudicator suggested that Mrs A should contact British Gas in order to arrange a repair visit to have the fault with the appliance investigated.

British Gas attended in September 2013 and rectified the fault. Mrs A says that the engineer told her that the air pipe had corroded and there was rust and dust inside it, which was causing the delay in ignition. This had been the problem for nine months and, if it had been cleaned out during one of the earlier visits, she would not have been caused all this worry.

Mrs A has also said that during this visit the engineer was not able to service the fire although the engineer's notes say that he carried out an annual inspection.

Mrs A wants "significant compensation" for the inadequate service provided, as this has caused her considerable stress and worry that the fire was not safe; compensation for wasted time during visits in December 2012 and the cost of telephone calls.

As our adjudicator was unable to resolve the matter, the complaint has been referred to me.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I am in agreement with the conclusions reached by our adjudicator, for broadly the same reasons.

British Gas' policy terms and conditions state:

Section 5.19:

"Annual Service

If our Agreement includes an Annual Service, we will arrange to visit your Home in the second and subsequent years of your Agreement to inspect your boiler and controls, gas central heating system or gas appliance This is to ensure that they are safe and in good working order".

Section 4:

"Annual Service means a visit we carry out in each Period of Agreement to check that the elements included in your Agreement are safe and in good working order. You can find more details in the section headed 'General Conditions'".

The extract from the Gas Safe Register that Mrs A has provided says that a safety check would essentially check that the gasses are burning correctly and are being removed. It says that a service would include a safety check but also "a full check of a gas appliance and the engineer is *likely* to take the appliance apart and inspect it". (My emphasis.)

This definition would seem to be consistent with the policy terms which provide that the annual service will check not only that the appliance is safe but that it will check it is in "good working order".

But I would tend to agree with Mrs A that if British Gas is in fact only carrying out a basic safety inspection this is misleading. British Gas seems to suggest that it only carries out a basic safety inspection in a file note dated 9 January 2013.

However, having said that there is no independent persuasive evidence, as far as I am aware, that it has not acted in accordance with the policy terms.

Mrs A has said the fire was obviously not cleaned properly during any of the previous services (in 2011 and 2012) otherwise the fault would not have appeared. She says it had not worked properly for nine months following the visit in December 2012. However, that does not necessarily follow – there is no independent evidence of exactly when that fault appeared or how. And, although I note her concerns, there is no persuasive evidence that it was left in an unsafe state. A fault was identified during British Gas' subsequent attendance but the engineers' records indicate that no fault was present at the time of the earlier visits.

There were some problems with the attendance in December and some delay and I agree that some compensation is warranted. In the circumstances, I consider British Gas' payment of £70, which it has already sent Mrs A, to be fair and reasonable.

my final decision

For the reasons set out above, my final decision is that I do not uphold this complaint.

I make no award against British Gas Insurance Limited, other than to endorse the payment of £70 it has already made to Mrs A, in compensation for the distress and inconvenience caused.

Harriet McCarthy
ombudsman