

complaint

Mr S complains that British Gas Insurance Limited gave poor service under a home emergency insurance policy.

background

The Financial Ombudsman Service deals with complaints about regulated activities carried out by regulated financial firms. Where I refer to British Gas, I refer to the insurance company of that name and I include engineers, call-handlers and others for whose actions I hold that company responsible.

Mr S had a policy that covered his central heating boiler for repairs and an annual service. So British Gas did annual service visits each year from about 2013 to 2018. British Gas also made some repair visits, for example in October 2015.

Mr S says his boiler's exhaust flue never had a clip to support it. But the British Gas engineer who did the annual service visit in September 2018 said the absence of such a clip meant the boiler was too dangerous to use.

Mr S complained that British Gas hadn't told him that on any of its previous visits. He was troubled that he and his family had been at risk for years. And he says British Gas made up an incorrect explanation about a change in regulations.

our adjudicator's opinion

Our adjudicator recommended that the complaint should be upheld. She thought there wasn't any evidence that engineers inspected the flue on previous service visits – or any evidence of changes in legislation. She recommended that British Gas should pay Mr S £400.00 compensation for the trouble and upset caused by the situation.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr S and to British Gas on 18 March 2019. I summarise my findings:

After consulting her manager, the British Gas call-handler said that regulations had changed in the previous 12 months.

I wasn't satisfied that what British Gas said was correct.

Mr S was affronted by what he already had reason to believe was an incorrect explanation about changes in regulations

Subject to any further information from Mr S or from British Gas, my provisional decision was that I was minded to uphold this complaint. I intended to direct British Gas Insurance Limited to pay Mr S £250.00 for distress and inconvenience.

Mr S agrees with the provisional decision.

British Gas disagrees. But its case-handler says she has provided all the information she has.

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've looked at the British Gas policy terms from 2015 and 2017. They say that the annual service is to check that the boiler is working safely. They also say that if it finds a problem or fault that needs to be fixed, British Gas will tell the customer. That's no more than I would expect.

I have no reason to doubt Mr S's statement that the flue never had a clip. So I can understand that he was surprised when – during the annual service in September 2018 – the British Gas engineer categorised the boiler as “*at risk*”.

That category isn't as bad as “*immediately dangerous*”. But the British Gas notice said that “*at risk*” might include carbon monoxide from flues and danger to life. So Mr S was upset by the thought of what might've happened to him and his family in the years since about 2013.

During our investigation, a British Gas Service Manager said the following:

“*call centre will sometimes use 'gas regulations change from time to time' ”*

From that, I think the Service Manager had on other occasions heard call-handlers use an explanation about changes in gas regulations.

I've listened to the recording of a call Mr S made to chase up his complaint. From that, I find that – after consulting her manager – the British Gas call-handler said that regulations had changed in the previous 12 months. That's more specific than saying that regulations change from time to time.

But British Gas has failed – despite requests from Mr S and from us – to provide any detail of any such change in regulations. And Mr S has shown us an email he received from the gas safety body, saying that there had been no new regulations. So I'm not satisfied that what British Gas said was correct.

I think all this left Mr S feeling that British Gas had given a deliberately false explanation.

I don't condone what British Gas had said to Mr S. But – under the rules by which we are bound – I cannot assess compensation at a level to punish or deter British Gas.

Rather, I have to look at the effect on Mr S. And I've listened to what Mr S said on the call recording. I have heard him saying - of the flue - that there were “*no issues with it*”. So I think he'd satisfied himself quite quickly that the flue hadn't been likely to harm him or his family.

I think he'd already had an email from the gas safety body. So he was affronted by what he already had reason to believe was an incorrect explanation about changes in regulations.

So overall I find £250.00 fair and reasonable compensation for the distress and inconvenience British Gas caused Mr S.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint. I direct British Gas Insurance Limited to pay Mr S £250.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 2 May 2019.

Christopher Gilbert
ombudsman