

complaint

Mr H complains that British Gas Insurance Limited (British Gas) didn't let him know his carbon monoxide alarm had expired.

background

Mr H has a HomeCare insurance policy underwritten by British Gas. As part of the policy terms British Gas service his boiler each year. The service includes checking his carbon monoxide alarm.

At his most recent service, the British Gas engineer told Mr H the alarm had expired in 2008, and installed a new one.

Mr H complained. He wasn't happy the carbon monoxide alarm hadn't been checked properly since 2008. He was concerned at the risk his family had been exposed to over such a long time.

British Gas apologised, but assured Mr H the risk of any carbon monoxide leaking was low as his boiler had been serviced each year with no issues identified. And it said although the alarm had expired it may still have been able to detect any leaks. It offered Mr H £50 to say sorry and to pay for his replacement alarm.

Our investigator looked into things and thought British Gas's offer was fair. But Mr H disagreed and asked for an ombudsman to make a decision. He said his family had been left in danger and he'd been paying for a service he'd not received. He thought British Gas should pay him more to compensate him.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The terms of Mr H's policy say British Gas will provide an annual service, during which it will check his boiler is working safely and in line with relevant regulations. Although British Gas says as part of this service it will check detectors and alarms if a policyholder has them, I've not seen anything to suggest Mr H didn't get the service promised – the checking of the boiler itself.

I'm sure when Mr H discovered his carbon monoxide alarm was out of date this would have been very worrying, and I'm pleased to see British Gas has recognised that by apologising and offering Mr H something to say sorry.

But, like our investigator, I don't think it would be fair to require British Gas to do anything more than it has already offered to.

While the alarm had expired in 2008, this doesn't mean it would necessarily have stopped working. And I can see British Gas has explained to Mr H that because his boiler was serviced regularly, and because of the nature of its flue, that the risk of any carbon monoxide leaking was very low.

I've also taken into account that, once it realised its mistake, British Gas took steps to put things right straight away by installing a new alarm. And thankfully, Mr H hasn't experienced any carbon monoxide leaks in the time he's had an out of date alarm.

Taking all that into account I think British Gas's payment of £50 and the cost of a new alarm is fair compensation for the trouble Mr H has been caused by his existing alarm not being checked for a number of years. So I won't be asking it to do anything else.

my final decision

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 H to accept or reject my decision before 1 November 2018.

Luke Gordon
ombudsman