

complaint

Mr G complains that British Gas Insurance Limited is responsible for poor service in connection with a home emergency insurance policy.

background

Mr G had British Gas insurance for (among other things) his central heating boiler. The insurance covered an annual service and repairs – subject to the policy terms.

Where I refer to British Gas I refer to the insurance company of that name and I include engineers and others for whose actions I hold that company responsible.

The policy renewed on 22 December 2016. British Gas did an annual service in June 2017.

In December 2017, Mr G decided to involve a home assistance company instead of British Gas. The home assistance company inspected his boiler but declined to cover it. Mr G says the home assistance company said the boiler was dangerous and disconnected it, leaving him with no central heating or hot water.

He contacted British Gas for help and made an appointment for 19 December 2017. But – during cold weather – British Gas cancelled the appointment. Mr G complained about that. British Gas sent Mr G a cheque for £30.00.

British Gas visited on 22 December 2017 and ordered new seals and insulation. British Gas fitted those on 29 December 2017. Mr G complained that it hadn't maintained his boiler properly.

In a final response letter in March 2018, British Gas said it would send Mr G a cheque for £100.00.

our investigator's opinion

At first our investigator didn't recommend that the complaint should be upheld. She didn't think that British Gas had acted unreasonably or negligently or that it hadn't completed the annual service as set out in the terms. The boiler continued to work properly for nearly six months after the annual service, she said.

After Mr G provided a call recording and some photographs, the investigator changed her view. She recommended that the complaint should be upheld. She didn't think that the amount of deterioration shown in the photographs would've occurred within 6 months. She recommended that British Gas should offer £75.00 for the trouble caused.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr G and to British Gas on 10 October 2019. I summarise my findings:

Mr G hadn't provided anything written by the home assistance company or any other engineer showing that British Gas should've found damaged seals in June 2017. For that reason I didn't find that in June 2017 British Gas should've told Mr G that there was a fault with the seals and insulation.

I wasn't satisfied that British Gas did the repair within a reasonable time or communicated as well as it should have.

I thought that these shortcomings caused Mr G some extra inconvenience and distress at an already difficult time for him.

Subject to any further information from Mr G or from British Gas, my provisional decision was that I was minded to uphold this complaint in part. I intended to direct British Gas Insurance Limited to pay Mr G – in addition to its cheques for £30.00 and £100.00 – a further £120.00 for distress and inconvenience.

Mr G disagreed with the provisional decision. He says, in summary, that:

- There is a contradiction in British Gas saying they check the seals in a service, but only take a boiler apart when it's necessary. The seals can't be checked without taking the boiler apart.
- The seals are a secondary safety measure, in case there are emissions of CO₂. So if there are no emissions and the seals are broken there would be no results on an emissions check.
- Seals don't suddenly disintegrate.
- The ceramics were also disintegrating, and needed to be replaced. If these had collapsed they would've fallen on the burner, leading to CO₂ emissions, and the seals wouldn't have provided any protection against it.
- His main concern was that he was left with an unsafe boiler, for potentially 2-3 years.

British Gas hasn't responded to the provisional decision.

my findings

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

From the British Gas records, I think Mr G's boiler had been installed in 1990.

When Mr G's policy renewed on 22 December 2016, it was subject to an excess or fixed fee of £50.00. It also included the following policy term:

"Annual service

*One of our engineers will visit your **home** once a year to check that your appliance, boiler or **central heating** and ventilation is working safely and in line with the relevant laws and regulations. We'll also test the gases your appliance or boiler produces. If these tests show that it's necessary to take your appliance or boiler apart to adjust or clean it, we'll do so.*

During the visit, our engineer will fill in a checklist that shows you exactly what we've looked at.

If we find a problem or fault that needs to be fixed, we'll tell you about it.

*If your **product**:*

• Includes **repairs** and has an **excess or fixed fee** you will have to pay this before we repair it..."

So British Gas had to check the boiler was working safely. And it had to tell Mr G about any fault it found. It had to test the exhaust gases. But - unless the test showed it necessary – British Gas didn't have to take the boiler apart or clean it.

That's what the policy said about the annual service. I don't think that could be changed by anything British Gas later put on its website or said over the phone.

In any event I don't think the annual service was any guarantee that the boiler wouldn't malfunction several months later.

The policy also included the following term:

"Reasonable timescales

*We'll carry out any **repairs** or visits you're entitled to within a reasonable time, unless something beyond our control makes that impossible – in which case we'll let you know as soon as possible and give you another time when we can visit."*

I accept that – by December 2017 - the seals and insulation needed to be replaced.

But Mr G is trying to show that in June 2017 British Gas should've told him that there was a fault with the seals and insulation.

Mr G has provided photographs of the seals after British Gas removed them on 29 December 2017.

He has also quoted an industry body as follows:

"The seal condition and insulation cracks should have been spotted at the service, it's unlikely they failed in six months with no indication at the last service. But you will have a difficult job proving this"

Mr G has sent us the checklist from 27 June 2017. I accept that it doesn't show exactly what British Gas looked at. It doesn't show whether or not British Gas looked at the seals or the insulation.

But Mr G hasn't provided anything written by the home assistance company or any other engineer showing that British Gas should've found damaged seals or insulation in June 2017. For that reason I don't find that in June 2017 British Gas should've told Mr G that there was a fault with the seals and insulation. And I don't find that British Gas had left the boiler in an unsafe condition after the service in June 2017 or any earlier service.

However, British Gas broke the appointment on 19 December 2017 when Mr G had already been without central heating and hot water for about a week. And I find it likely that it was the re-scheduling of that appointment to 22 December that meant Mr G couldn't have guests at his home over the holiday period. The repair wasn't done until 27 December 2017.

After Mr G complained at that time, the rules of the Financial Conduct Authority required British Gas to send a final response within eight weeks. It didn't respond until 8 March 2018.

It said that a drop in temperature had caused a spike in call-outs and it had to prioritise its most vulnerable customers. I don't disagree with that – but British Gas hasn't shown that the weather or something else beyond its control made it "*impossible*" for it to repair Mr G's boiler within a reasonable time. And British Gas hasn't shown that it let him know as soon as possible during the week he was waiting for the appointment.

I'm not satisfied that British Gas did the repair within a reasonable time or communicated as well as it should have. And I think that these shortcomings caused Mr G some extra inconvenience and distress at an already difficult time for him.

The final response letter said British Gas was sending a cheque for £100.00 as compensation. But I don't think the two British Gas cheques went far enough to compensate Mr G for the distress and inconvenience caused by its shortcomings. Overall I find it fair and reasonable to direct British Gas to pay Mr G – in addition to its cheques for £30.00 and £100.00 – a further £120.00 for distress and inconvenience.

my final decision

For the reasons I have explained, my final decision is that I uphold this complaint in part. I direct British Gas Insurance Limited to pay Mr G – in addition to its cheques for £30.00 and £100.00 – a further £120.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 28 November 2019.

Christopher Gilbert
ombudsman