

complaint

Mrs L complains that British Gas Insurance Limited mis-sold her policy to her, because it did not carry out annual service inspections to an adequate standard.

In addition, Mrs L is unhappy with British Gas' investigation into her complaint.

background

In September 2013, a British Gas engineer attended to carry out an annual service on Mrs L's boiler. The engineer stripped down the boiler. Having done so, he identified a problem with the flue and capped off the boiler, classifying it as 'immediately dangerous'.

Unhappy, Mrs L complained to British Gas. Mrs L said the engineer had told her the boiler was a 'ticking time bomb' and presented a serious and immediate risk to her family's health and safety. Mrs L questioned why the issue had not been identified during previous annual service visits.

British Gas investigated Mrs L's complaint and said;

- it had looked into the annual service carried out in 2012;
- its engineer followed procedures during this service by removing the boiler cover and carrying out an emissions test;
- as the emission test showed no anomalies, it would not have been necessary for the engineer to strip down the boiler in 2012;
- the fault identified in September 2013 would only have been visible to the naked eye, when the boiler was stripped down.

As Mrs L remained dissatisfied, she brought her complaint to the attention of this service.

Our adjudicator took the view that British Gas had carried out the annual services in line with its own procedures. Furthermore, he did not feel that Mrs L's policy had been mis-sold to her.

Mrs L requested that an ombudsman review her complaint and made additional submissions which I have read in detail but which I do not propose to repeat in full here. In summary, Mrs L says:

- our adjudicator made a number of factual errors and omissions when setting out his view of the complaint;
- if British Gas' annual service checks are insufficient to honour its obligations to Mrs L under her policy, then the policy should not have been sold to her.
- she wishes to know what British Gas' technical operating standards are, what evidence we have seen that the engineers met those standards and what evidence we have seen with regard to the robustness of these standards;
- safety readings are only an indicator of safety and should not be used in isolation;
- it is not reasonable for British Gas to rely upon the expert opinion of its engineers in this case and British Gas has never disputed that the fault existed.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

At the outset, I would say that I have noted Mrs L's concerns about certain statements of fact made by our adjudicator. I wish to assure Mrs L that I have reviewed afresh all of the information provided by both parties from the outset.

The crux of this complaint to my mind is whether British Gas ought reasonably to have diagnosed the fault with Mrs L's boiler before the 2013 annual service.

The role of the Financial Ombudsman Service is to investigate individual complaints based on the information which has been provided to us by both parties. In cases such as this, we look at whether a business has acted fairly and reasonably. It is not for this service to make a determination on whether a business' procedures are in themselves adequate or to set out what we think these procedures should be.

British Gas has told us that during an annual service, its engineer will remove the boiler cover to check the heat exchanger and will take safety readings. British Gas has said that at the annual services in 2011 and 2012, the safety readings were found to be within acceptable limits. I have no reason to doubt what British Gas has told us in this regard.

There appears to be some dispute as to why the boiler was stripped down in September 2013 – British Gas has told us it was because the safety readings were too high but Mrs L says it was because her husband asked the engineer to investigate a problem with the boiler intermittently failing. However, regardless of the reason why the engineer carried out a more detailed inspection of the boiler in September 2013, British Gas has said that this does not form part of its usual procedures.

I can appreciate why Mrs L is unhappy and I have no doubt that the situation will have been frightening and distressing for her. However, based on the information I have seen, there are no reasonable grounds upon which I could conclude that British Gas ought to have done more during the annual services prior to 2013.

I understand that Mrs L believes this policy should not have been sold to her and it is clear that British Gas' actions did not match Mrs L's expectations. However, no insurance policy covers each and every eventuality and, in my experience of dealing with complaints of this type, an annual boiler service will rarely involve a boiler being stripped down unless the engineer has a reason to suspect there is an underlying problem.

Mrs L has also mentioned her dissatisfaction with the thoroughness of British Gas' investigation into her complaint. It is clear that British Gas only mentioned the 2012 (and not the 2011) annual service in its response to Mrs L's complaint. I have no doubt that this will have lowered Mrs L's confidence in the investigation but it is not an issue for which I believe an award of compensation is warranted.

my final decision

My final decision is that I do not uphold this complaint.

I make no award against British Gas Insurance Limited.

Christopher Tilson
ombudsman