

complaint

Mr C complains that British Gas Services Limited ("BGS") will not meet the cost of replacing his gas fire after a gas leak was found. He says this should have been discovered during his annual service under his home service policy.

background

Mr C had an annual service only policy with BGS. In March 2014 BGS serviced his central heating boiler and gas fire. In November 2014, Mr C phoned BGS because there was a smell of gas from his fire. The gas safety authority attended and shut off the gas supply. At Mr C's request, BGS then attended, capped off the supply pipe, and removed the fire.

BGS charged Mr C £67.40 for removing the fire and capping the supply. Mr C complained that he was charged for this. He said the leak should have been found when the fire was serviced. As a gesture of goodwill, BGS refunded the £67.40.

Mr C bought an electric fire as a replacement at a cost of £539. He said he thought BGS should meet the cost of this. BGS said it was not responsible for the gas leak or the gas fire having to be replaced. However, as a further gesture of goodwill, it sent Mr C a cheque for £165 towards the cost of his replacement fire. Mr C did not think this was sufficient, and complained to us.

Our adjudicator did not recommend that this complaint should be upheld. BGS serviced the gas fire in March 2014. Its records show that all the required safety checks were carried out and passed, and no issues or concerns were revealed. Eight months later, Mr C noticed a smell of gas coming from the fire. At his request, BGS disconnected and removed the gas fire.

The adjudicator did not consider there was sufficient evidence to satisfy her that the gas leak was present during the service visit in March 2014. Also, Mr C did not smell gas until eight months later. Even if the gas leak had been present and found during the service visit, BGS would not have been required to pay for a replacement fire, as this was outside the cover Mr C had paid for.

There was conflicting information about a loose fitting behind the fire in November. Even if this was present then, it did not alter the fact that the service in March did not reveal any issues. So it was highly likely that the leak was not present then.

Mr C responded to say, in summary, that the gas safety authority told him when it shut off the gas supply that there was a loose fitting behind the fire which meant that the leak would have been present at the last service. He wanted BGS to pay for his replacement fire and the cost of gas wasted during the eight months since the service.

my findings

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

Mr C says that when the gas safety authority came about the gas smell, it condemned the gas fire and advised him to get BGS to come and disconnect it. So he asked BGS to come and remove it, which it did. Even if the gas leak was present, and had been discovered, at

the March service, Mr C would still have to have paid for a replacement fire, as the cover he had from BGS did not provide for it to provide replacement appliances.

I note what Mr C has said about the loose fitting. However, I have seen nothing from the gas safety authority about this, or to suggest that the leak was present since the March service visit. I think this is unlikely to have been the case, as Mr C did not smell gas until November. For the same reason, I don't think gas was leaking and being wasted for eight months.

On balance, I am not persuaded that BGS's March service was in any way at fault. I think Mr C's fire simply wore out. So there is no basis for me to require BGS to pay for a replacement fire. BGS has refunded the charge for disconnecting and removing the fire, which it did not have to do, and has paid Mr C a further goodwill payment of £165. I see no reason to require it to do more.

my final decision

My decision is that I do not uphold this complaint, and make no order against British Gas Services Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr C to accept or reject my decision before 13 August 2015.

Lennox Towers
ombudsman