

complaint

Mrs H's complaint is about the service provided by British Gas Insurance Limited in relation to a central heating and gas appliance insurance policy.

background

Mrs H has held the policy with British Gas for several years. The policy includes an annual service of her gas fire. British Gas serviced Mrs H's gas fire each year and there were never any problems with it. However, when it was serviced on 4 December 2018, the engineer said it had not been installed correctly making it unsafe and so it had to be disconnected.

Mrs H is unhappy that British Gas disconnected the fire. She said it was installed around 25 years before and had been serviced for several years and always passed without any problem; nothing had changed to mean it would need to be disconnected this time.

Mrs H also says British Gas came to her property for a boiler check and to install a smart meter shortly before the appointment on 4 December 2018 and both those engineers had also checked the fire. She asked British Gas for details of whatever legislation it has relied on to disconnect the fire but says she has not received this.

British Gas sent a service manager out to check the fire again after Mrs H complained. He confirmed its position that the fire had to be disconnected. British Gas says the fire appeared to have been secured into place with silicone but this had worn, so the fire was now loose in its catchments area. It read the installation instructions and it says the fire should not have been installed/secured this way. The fire should be tight in its catchment area and it was now unsafe and so had to be disconnected.

British Gas did however, agree to refund the part of the premium for the year 2018 -2019 for the gas fire (*i.e.* £46.26). This was sent in two payments, as British Gas initially got the amount wrong.

One of our investigators looked into the matter. He didn't think the complaint should be upheld. The investigator said the other engineers that visited in 2018 had not checked the fire. He also said he didn't think it was unreasonable for British Gas to have only noticed the fire wasn't installed correctly once the fire had come loose in the catchment area and also that it could not be removed for the engineer to check behind it and so he couldn't service it properly. Overall, the investigator thought British Gas had acted reasonably.

Mrs H doesn't accept the investigator's assessment, so the matter has been passed to me. She has made a number of points, in her initial complaint and in response to the investigator. I have summarised these below:

- British Gas took seconds looking at the installation instructions before saying the fire had been installed incorrectly.
- The fire is fitted tightly into position and there is no way it has been secured in place with silicone. It has been there for 25 years.
- The engineer didn't do any checks, he simply knelt down and looked at the fire.
- When she asked when the law came in that mean the had to disconnect it, he told her about a year.
- If this engineer is right, then every other engineer that has serviced the fire annually for nine years, and checked it on other occasions too, is wrong – which is unlikely.

- The safety check left by the engineer says there is a problem with the flue but as he didn't light the fire he can't have tested the flue.
- It lied in the final response letter and said she had said she was left at risk when she didn't.
- British Gas representative was rude to her on the phone.

Mrs H wants her fire reconnected, or a refund of the premium for the fire for all the years that it was not inspected properly (if that is the case).

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 can understand why Mrs H is extremely dissatisfied with the fact her gas fire has been deemed unsafe after it has been in situ for 25 years and, as far as she can tell, nothing has changed. Mrs H says it is still secure in its position.

While I have no reason to doubt anything Mrs H has said, British Gas is entitled to rely on its gas engineer's advice. There is no other qualified opinion available to me about the safety of the fire, how it is secured and whether it is secure enough.

British Gas could have been clearer: it was on the one hand saying the fire was loose and therefore unsafe but also saying it could not be removed from its catchment area and so it couldn't service it properly. It also misrepresented the point made by Mrs H. However, it appears that the reason it was deemed unsafe is that the engineer was able to move it within its catchment area. This is something that they are required to test for when carrying out an annual service. And gas engineers then have to follow regulations (including the Gas Safety (Installation and Use) Regulations 1998) in order to make a gas appliance safe, which is what was done here.

While I can understand all that Mrs H says, I am unable therefore, on the current evidence available to me, to conclude that the gas engineer is incorrect. They are qualified to assess the safety and operation of gas appliances.

my final decision

Despite my natural sympathy for Mrs H's position, I do not uphold this complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 30 April 2020.

Harriet McCarthy
ombudsman