

complaint

Mr and Mrs C are unhappy with the service they received from British Gas Insurance Limited (British Gas) when it attended their home to fix their gas cooker.

background

Mr and Mrs C had gas appliance cover, which provided cover for their cooker. They've explained a British Gas engineer visited their property in April 2017, to work on the cooker. And that during this visit the engineer told them the damaged part of their oven was no longer available, so British Gas couldn't repair the fault. But that the cooker was safe to continue using.

Mr and Mrs C have said that after the engineer left their property, they could smell gas. So, they contacted the National Grid, who visited and said the cooker was dangerous and should not be used. Mr and Mrs C have said the engineer from British Gas should've told them this. And that because it didn't it put their health and safety at risk. Mr and Mrs C have explained this situation has caused them distress – for example Mrs C said she's had problems sleeping since the issue occurred.

British Gas confirmed that its engineer gave incorrect advice during the visit. It agreed the cooker wasn't safe – and that Mr and Mrs C should have initially been given the right information. It apologised for the incorrect advice – and offered Mr and Mrs C an amount of £50, to compensate them for the trouble and upset the situation caused to them. Mr and Mrs C felt this amount didn't fairly compensate them. So British Gas offered them an additional £240, which it said was equivalent to what Mr and Mrs C had paid for four years gas appliance cover.

Following the involvement of this service, British Gas increased its offer to Mr and Mrs C to £396.60. This was to include the £50 compensation it had already offered, and to correctly provide compensation equivalent to what Mr and Mrs C had paid for the gas appliance cover over the last four years. It had incorrectly calculated this amount previously.

Our investigator thought this offer was reasonable to compensate Mr and Mrs C for the problems they'd experienced, and the distress this caused. Mr and Mrs C disagreed with this, so the complaint has been passed to me to provide a final decision on the matter.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. And I've decided to uphold this complaint in part. I've explained my reasons for this below.

All parties have agreed that the British Gas engineer provided incorrect advice to Mr and Mrs C. British Gas has said the engineer *'failed to correctly identify and advice'* on the faulty burner on the cooker, and that the oven had been left in operation. And it confirmed that when a second engineer visited the property, the burner was identified as unsafe.

Based on the information provided to me, I don't think British Gas provided the service that it should've done to Mr and Mrs C. I would've expected British Gas' engineer, as the expert

here, to correctly identify any problems – and advise Mr and Mrs C of any risk posed to them. This didn't happen here. Mr and Mrs C had to call National Grid, before it was identified the cooker shouldn't be used. Mr and Mrs C have said the situation caused them distress and worry. And I can appreciate this situation has been upsetting for them. Because of this, I think it's fair for British Gas to pay Mr and Mrs C compensation, to reflect the upset they experienced.

Mr and Mrs C have said they agree the amount offered by British Gas is fair, if it is solely to compensate them for the distress they've been caused.

But they feel they should also receive a separate return of the premiums they paid for gas appliance cover, in addition to the amount already offered. They feel their gas appliance cover didn't work as it should've done. They say this because the part needed to repair their cooker wasn't available, and they were left without a cooker to use. So, I've needed to think carefully about whether the offer British Gas has made is fair.

I've reviewed Mr and Mrs C's policy, to see what cover it should've provided them with. I can see the gas appliance cover provided annual servicing for the cooker, and all repairs to it. But, it only provided cover for replacement items in the event British Gas couldn't carry out a repair, because of fire or explosion. Unfortunately the damaged part in Mr and Mrs C's cooker couldn't be repaired – because it was no longer available. And replacement wasn't an option because the item fortunately didn't catch fire or explode. So, I think British Gas acted reasonably in not replacing the cooker. And I can't recommend premiums for the policy are returned.

Mr and Mrs C have also said the part needed for their cooker had been unavailable for some years, and that British Gas should've told them this, when they serviced the item each year. Mr and Mrs C have said had they known this part couldn't be repaired, they might've bought a new cooker, and cancelled their cover whilst looking for a new oven.

I don't have any firm evidence of when the relevant part became unavailable, or whether this would've been apparent to British Gas when servicing the cooker. But, I don't think this matters. Mr and Mrs C's policy provided cover for any gas cooker. So, even if they had decided to replace their cooker, the policy still would've provided cover to the new gas item. And Mr and Mrs C would've had to replace their cooker quickly, so they weren't without one. Because of this, I think it's unlikely Mr and Mrs C would've made a different choice about the cover they had in place. So, I don't think Mr and Mrs C have suffered a loss here. And I can't recommend British Gas also provide a return of the premiums Mr and Mrs C paid.

Given the above, I do think the compensation British Gas has now offered Mr and Mrs C is fair and reasonable for the upset British Gas' error caused in failing to correctly identify and advise Mr and Mrs C about the risks their cooker posed.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. British Gas Insurance Limited should pay Mr and Mrs C an amount of £396.60 for the trouble and upset it caused to Mr and Mrs C, if it hasn't paid this already. But, I don't recommend it do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs C to accept or reject my decision before 26 October 2017.

Rachel Woods
ombudsman