

complaint

Mrs I's complaint arises from a boiler insurance policy with British Gas Insurance Limited.

background

Mrs I had held a policy with British Gas that provided cover for her boiler and which also included provision for the boiler to be serviced each year since 2009. In late 2017, Mrs I took out a similar policy with another provider. When that provider came to inspect Mrs I's boiler, it said that it had been incorrectly installed – pipework had been fixed in front of the condensate trap - which meant it could not be serviced properly. The other provider told Mrs I that this was unsafe and needed to be rectified promptly; she was to keep some windows open until it was. The other provider also refused to provide cover for the boiler, until this was resolved.

Mrs I therefore complained to British Gas. She considers that British Gas can't have carried out any of the annual services since 2009 and she and her family were put at risk as a result. Mrs I points out that the instruction manual for her boiler recommends that the condensate trap be topped up with water every time it is cleaned. Because they couldn't get to the condensate trap, British Gas's engineers can't have cleaned it or topped it up, during any of the annual services.

British Gas accepted that the condensate trap was at least partially blocked by other pipework and, as it had installed the boiler, it arranged to have the pipes moved. I understand this work has been done. British Gas also says that the condensate trap has been regularly serviced; the engineers must have found a way to access it as when it came out after Mrs I complained it found the trap was clear, topped up with water and only had a few millimetres of sediment in it. British Gas also says that the boiler is automated, so the trap would fill itself when necessary. It provided a photo to show the trap was visible – it is also transparent and so it would be obvious if it needed attention. Its service standards mean it would only have to remove it if there were an issue. However, it sent Mrs I £100 compensation for the trouble caused to her.

Mrs I isn't satisfied with this. She remains convinced that none of the services can have been carried out properly and her family have been put at risk of carbon monoxide poisoning. And British Gas has said it does not in any case carry out a full service, which is not made clear in the policy terms. Mrs I wants a refund of the amounts she has paid for the servicing since 2009.

One of our adjudicators looked into the matter. He determined that while it appeared that there might be problems in accessing the condensate trap, the servicing engineers would have been able to see if there was any problem with it. He agreed those engineers should also have identified and corrected the accessibility issue with the condensate trap when it was carrying out services. But he didn't consider that there was enough evidence that British Gas neglected to inspect it at all and put Mrs I's safety at risk.

Mrs I does not accept the adjudicator's assessment and so the matter has been referred to me. She also suggests that the photograph provided by British Gas was taken after the pipework was moved.

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 Mrs I's concern about this. However, I have no jurisdiction to look at the original incorrect installation of the boiler, as this was carried out by another part of British Gas over which I have no power. And I cannot punish or fine any business for any failings or wrong doing. I can only instead award compensation commensurate with the actual distress and inconvenience suffered as a result of any proven failing. While Mrs I is concerned about what might have happened, in particular the risk of carbon monoxide exposure, there is no convincing evidence that there was any such exposure.

And I have no reason to doubt (although I can understand Mrs I's scepticism) the report of the engineer that inspected the boiler after she complained, which is that the condensate trap was clear and contained water at that time. The photograph he provided clearly shows the trap is blocked by the pipes and I can't envisage from that any way that an engineer could have removed and cleaned it. But it is transparent and so they could have seen if it was full of sediment or did not contain water. Mrs I hasn't said that the engineer from the other provider has advised otherwise.

British Gas's policy terms and conditions say that an: *"Annual Service...is a check each year to ensure that your boiler ...is safe and working properly"*. British Gas has also said that it would not necessarily have cleaned out the condensate trap, unless there was an obvious issue with it.

According to the Gas Safe Register the service provided by British Gas would essentially be a "gas safety check". The Gas Safe Register explains that an annual service would include a safety check but also: *"a full check of a gas appliance and the engineer is likely to take the appliance apart to inspect it. The engineer will assess the physical condition of the appliance, installation pipework, air vents and any flues for deterioration. They will carry out performance tests and take any necessary remedial action."*

Appliances should be serviced regularly in accordance with manufacturer's instructions. Servicing your gas appliances regularly will make sure they are safe to use. It will also maintain your appliances efficiency and performance."

I agree with Mrs I that British Gas may not therefore have carried out what would be considered to be a 'full' manufacturer advised annual service. And I agree that the policy is therefore misleading. However, having said that I do not consider that this is enough to establish that the premiums Mrs I paid for the servicing should be refunded. I will explain why I say this.

There's no convincing evidence that British Gas did not carry out what it said it would do in its policy terms and conditions. The boiler was checked and 'serviced' each year in accordance with those terms. Mrs I did also receive cover from British Gas for this period, and was apparently happy with it at the time. It has rectified the fault and paid £100 compensation.

Given this, and that there is no evidence that there is any damage to the boiler, I consider British Gas's response to the matter is fair and reasonable in all the circumstances.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs I to accept or reject my decision before 30 April 2018.

Harriet McCarthy
ombudsman