

complaint

Mr H complains that British Gas Services Limited hadn't acted fairly or reasonably when dealing with his home emergency policy. He wants compensation.

background

Mr H had a home emergency policy with British Gas. He said that it had failed to carry out an annual service of his boiler as required in the contract, and only carried out a "*security check*". Mr H also said that he hadn't been told of any changes to the contract and hadn't agreed to any.

Mr H complained to British Gas. It said the use of the phrase "*security check*" by the engineer was unnecessary and a service had been carried out. It paid £20 compensation for the trouble and upset caused by the term "*security check*".

Mr H complained to us, saying that there hadn't been any confusion – the engineer had told him that servicing was no longer carried out and only security checks undertaken. The investigator's view was that British Gas wasn't at fault. She thought that the term used was unfortunate, but not unreasonable. The adjudicator couldn't inspect the boiler herself, but was satisfied on the basis of the evidence from British Gas that a boiler safety check was carried out and the term "*annual service*" wasn't ever used in the work history. She thought the compensation paid was fair and reasonable.

Mr H disagreed. He said a safety check wasn't the same as an annual service and he believed that there'd been a breach of contract. British Gas confirmed that the engineer had spent about an hour at Mr H's property and had recorded information showing that he'd checked the safety of the boiler. Mr H said that this proved he was correct and the engineer had only stayed for about 15 minutes.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

In Mr H's case, his home emergency policy does give him an annual service as a benefit of his insurance policy. This means that this service can consider the issue. The core of this complaint is whether Mr H got an annual service in 2018.

The definition of an annual service in the terms and conditions of the policy is "*a check each year that your gas boiler, appliance or central heating is safe and working properly*". This could reasonably be described as a "*security check*", but this isn't a term with which consumers are familiar.

And it seems from Mr H's account of his conversation with the engineer, he was given the impression that a service wasn't to be carried out. But the work history and evidence shows that a boiler safety check was carried out; the readings are available. British Gas hasn't used consistent terms to describe this task in the work history; this is more likely to be because different people have worked on the boiler over time, not because the check wasn't carried out.

From the evidence available to me, including the readings from the boiler, I'm satisfied that it's more likely than not that a safety check (which is all that's required to be an annual service under the terms and conditions of the policy) of the boiler was carried out in 2018. Mr H has said that I shouldn't place any weight on this evidence as it refers to a chimney (which he doesn't have); but it's common for such questions to be ticked "ok" when there isn't a chimney in order to move forward with the check. It doesn't mean that I should ignore this evidence.

Mr H has received £20 for the trouble and upset caused by the engineer's use of the term "*security check*". I think this is fair and reasonable in the circumstances, especially as the safety check was carried out.

my final decision

My final decision is that I don't uphold the complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 9 November 2019.

Claire Sharp
ombudsman