

complaint

Miss G complains about poor service provided by British Gas Services Limited ("BGS") under her home emergency insurance policy.

background

Miss G has had a home emergency policy with BGS for a number of years. She complained that during 2016:

- BGS's engineer didn't carry out a service on her gas fire, although she paid £124 under her policy for servicing and repairs for the appliance;
- BGS's engineer failed to attend a pre-arranged appointment, when she had arranged to take time off work. As a result this had to be re-arranged and she lost earnings which BGS hasn't refunded; and
- it transpired that the gas pipework leading to her boiler was narrower than it should have been, which affected the performance of the boiler when other gas appliances were in use. Miss G thought BGS should have noticed this when it first became responsible for servicing her boiler.

BGS said it would arrange for the gas fire to be serviced, or alternatively would refund £65, which it said was what Miss G had paid for the annual service of her fire. It offered compensation of £120 to recognise the distress and inconvenience caused by the broken appointment, the confusion surrounding another appointment, and its delays in addressing her concerns. However, it said that it hadn't installed the boiler or its pipework, and so wasn't responsible for remedying any defect in the gas supply pipe.

Miss G didn't accept this offer and complained to us. She said she wanted the whole £124 she paid in respect of her gas fire for that year to be refunded, plus compensation of £2,000.

Our adjudicator didn't recommend that this complaint should be upheld. She commented on the matters Miss G complained about as follows:

Servicing the gas fire

She said the total premium Miss G paid for servicing and repairs of the fire in 2016 was £124. Within this premium, the servicing cost was £65.00. BGS had offered to refund this £65 because Miss G was unhappy that it hadn't correctly serviced the fire. The adjudicator thought this was fair in the circumstances.

Missing the appointment and generally providing poor service

Miss G complained about the cancelled appointment, which meant she lost earnings, and rudeness by BGS's staff. BGS had offered compensation of £120 for this and for delays Miss G experienced, and confusion caused by advice BGS had given. BGS said it didn't receive any information from Miss G in relation to loss of earnings, but it included what it usually offered for broken appointments as part of the £120.00 compensation. The adjudicator thought the £120 offered was reasonable.

The boiler and its gas supply pipe

Initially BGS said that the 15mm gas supply pipe was adequate for Mrs G's boiler. However it had now acknowledged that it should be 22mm.

The adjudicator said that the policy terms required BGS to check that the boiler had no pre-existing faults when carrying out the first service. She didn't think there was anything either then, or in the course of later services, that should have highlighted any issues with the way the boiler was operating, and led BGS to investigate the supply pipe.

Even if BGS had noticed the fact that the pipe was too narrow, BGS hadn't installed the boiler or the supply pipe, and its policy terms said it wasn't responsible for any pre-existing installation errors. So Miss G, not BGS, would have been responsible for correcting the problem. The adjudicator couldn't say Miss G was in a worse position because BGS didn't notice the pipe was the wrong size earlier.

Miss G had raised some further complaints about quotes for a replacement boiler, and a power flush. But these weren't regulated activities and so we couldn't investigate them. All in all, she thought BGS had acted reasonably and didn't recommend that it should do anything more.

Miss G responded to say, in summary, that:

- she still thought she should receive a refund of the full £124 she had paid in respect of the gas fire in 2016. Because she wasn't told how this £124 was made up, she said this part of her contract was mis-sold;
- BGS wouldn't compensate her for earnings lost because of missed appointments;
- BGS ought to have noticed, and told her about, the narrow gas supply pipe when it first serviced the boiler; and
- BGS wouldn't answer a list of questions she had sent it.

my findings

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

After this complaint was passed to me, BGS told the adjudicator that it was now willing to refund the full £124 Miss G paid for gas fire cover in 2016, not just £65 in respect of the service part of this. Like the adjudicator, I think this is more than BGS was required to do in the circumstances. I don't agree BGS had to tell Miss G how the £124 was made up at the time she renewed her contract. So I don't think BGS mis-sold this.

BGS wasn't responsible for installing the narrow gas pipe. Like the adjudicator, I don't think BGS was at fault in the way it carried out the first and later boiler services so that it should have noticed the narrow pipe. If it had been noticed earlier, it would have been Miss G's responsibility to correct it as it was an installation fault for which BGS wasn't responsible. So I can't reasonably require BGS to pay Miss G any compensation for this.

Miss G sent BGS a list of questions to which she wanted answers. The adjudicator said some of these weren't matters this service could investigate. She commented on the remaining questions in her recommendation. So I don't think there is anything more I can reasonably ask BGS to do in relation to these questions.

BGS has offered Miss G compensation of £120 for its poor service generally. Miss G says she should be compensated for loss of earnings she suffered because of missed appointments by BGS's engineers.

From BGS's records it seems that it was responsible for cancelling one appointment after Miss G had arranged to take time off work. It asked her to supply information on her loss of earnings, but she didn't. So BGS included in the compensation figure what it would normally pay for a missed or cancelled appointment. In the circumstances I think BGS has acted reasonably.

BGS has now offered Miss G compensation totalling £244. I think this is fair and reasonable in the circumstances, and don't require BGS to do anything more.

my final decision

My decision is that I don't uphold this complaint. I simply leave it to Miss G to decide whether she wishes to accept the compensation of £244 BGS has now offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 7 July 2017.

Lennox Towers
ombudsman