

## **complaint**

Mr L is unhappy that the annual services of his boiler, carried out by British Gas Insurance Limited under his home emergency policy, have not been done in accordance with the manufacturer's guidelines.

## **background**

Mr L held a home emergency policy with British Gas for a number of years. He later changed to a new insurer. When the new insurer came to inspect his boiler, it told him that all the previous services had not been done correctly or in line with his boiler manufacturer's guidelines.

Mr L feels that British Gas mis-sold the policy to him and has asked for his premiums to be refunded.

British Gas says that its policy documents set out what it does during an annual service. It acknowledges this may not be in line with what the manufacturer recommends but it will always include checking the safety of the flue and the system; it will clean parts of the boiler if necessary. It did not agree to refund any premiums.

One of our adjudicators looked at the case. She did not recommend that it be upheld because she thought British Gas had acted in line with its policy terms and conditions, which ensured that the boiler was operating safely. In addition, the policy provided cover for breakdowns as well as the annual service and so the adjudicator did not consider the policy was mis-sold.

Mr L remained unhappy. He says the manufacturing guidelines are there for a reason and suggests that the fact there were no problems with his boiler could have been more "luck than judgement". He – like most consumers – would not know that British Gas' version of an annual service would be different from the manufacturer's recommendations and so this is misleading.

Mr L has therefore asked that his case be referred to an ombudsman for a final decision.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I agree with the outcome recommended by the adjudicator but for slightly different reasons.

British Gas' policy terms and conditions say that an: *"Annual Service...is a visit we carry out in each Period of Agreement to check that the ...[boiler is] safe and in good working order"*.

British Gas has also said that it does not necessarily follow manufacturer's guidelines as it has its own servicing standards.

According to the Gas Safe Register the service provided by British Gas would essentially be a "gas safety check", which it says would involve:

*"a Gas Safe registered engineer inspecting your gas appliances. They will check the appliance is working correctly and will check the following four areas:*

- *Gas appliances are on the right setting and burning correctly with the correct operating pressure*
- *Harmful gases are being removed from the appliance safely to the air outside*
- *That any ventilation routes are clear and working properly*
- *All the safety devices are working”.*

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 Mr L that British Gas is in fact only carrying out a basic safety inspection, rather than what he – and the Gas Safe Register – would consider to be an 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 Mr L has paid should be refunded. I will explain why I say this.

When there has been a mis-sale, we would normally try and put a consumer back in the position they would have been in had that not happened. I am reasonably satisfied that Mr L would not have taken out the policy with British Gas, if he had known the ‘services’ were in fact only safety checks and would not follow the manufacturer’s guidelines.

However, it is clear that Mr L wanted home emergency cover and so it seems likely that he would have taken another policy instead. He would therefore still have paid premiums for a policy over the same period of time. Obviously, it is impossible to tell now how much he may have paid for an alternative policy but it would probably have been a similar amount. Mr L did receive cover from British Gas for this period, and was apparently happy with it at the time.

Given this, and that there is no evidence that there is any damage to the boiler or any other cost to Mr L as a result of only doing safety checks (whether by luck or not), I do not consider it would be reasonable to refund all the premiums paid, when he has had the cover.

### **my final decision**

I do not uphold this complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr L to accept or reject my decision before 1 May 2015.

Harriet McCarthy  
**ombudsman**