

complaint

Mr and Mrs W complain that British Gas Insurance Limited is responsible for poor service in connection with a home emergency insurance policy.

background

Where I refer to British Gas I refer to the insurance company of that name and I include other companies and engineers insofar as I hold British Gas responsible for their actions.

Mr and Mrs W had a gas fire in their lounge. They also had a carbon monoxide alarm. Sadly Mrs W had received a diagnosis of cancer.

Since at least 2016 Mr and Mrs W had had British Gas cover for their central heating, plumbing and drainage. They renewed it in August 2018 and shortly afterwards they added "gas appliance cover" for the gas fire. British Gas did an annual service on the fire on 8 October 2018.

Later that month, Mr and Mrs W used the fire and heard the alarm. They rang for help and turned off the fire and opened the windows and doors. An engineer visited and said that someone hadn't re-attached the fire back to the wall.

By their daughter's letter dated 19 November 2018 Mr and Mrs W complained that British Gas was responsible for fumes having escaped into the house.

British Gas offered £500.00 but Mr and Mrs W complained that British Gas wasn't taking the complaint seriously.

Our investigator didn't recommend that the complaint should be upheld. She thought that there had been an error in terms of the fire not being put back correctly. But she thought the offer was fair in the circumstances.

Mr and Mrs W disagreed with the investigator's opinion. They asked for an ombudsman to review the complaint. They say, in summary, that:

- British Gas negligently performed 2 checks at their house. The first led to a carbon monoxide leak; the second a gas leak.
- The form which is completed by the engineer doesn't ensure the engineer checks for either gas or carbon monoxide fumes. British Gas should change its forms.
- £500.00 doesn't do justice for the dangerous incompetence.
- They are nervous of using the fire – especially when their grandchildren stay.
- Their personal situation was already distressing enough and this whole process has added considerable undue stress and pressure.
- They would be expecting closer to £5,000.00.

my findings

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

The Financial Ombudsman Service looks at individual complaints. Where we find that a firm has done something wrong we look at the impact on the consumer. We assess compensation by reference to that impact. We don't assess compensation by reference to punishment or deterrence for the firm.

The alarm in October 2018 came at a time when Mr and Mrs W were dealing with her diagnosis. I accept that she wanted to be safe and warm in her lounge. British Gas later said the following:

"...the fire had not been fixed back to fireplace correctly and as a result, some fumes may have entered the property"

Despite the use of the passive tense, I find it clear that British Gas left the fire incorrectly fixed. And I find that a serious and dangerous mistake.

The effect on Mr and Mrs W was not only that on 27 October 2018 they were disturbed by the alarm and had to call the gas infrastructure supplier. Also they were troubled by the thought that if the alarm hadn't worked then they might've died.

British Gas visited the property on the 28 October 2018 and re-sealed the fire back to the wall.

On about 19 November 2018 Mr and Mrs W complained through their daughter. The complaint mentioned a leak of carbon monoxide but not of gas. Under the rules set by the Financial Conduct Authority (FCA), British Gas had eight weeks to send a final response.

On 26 November 2018 British Gas visited again. It made a note as follows:

"battery has come loose, spillage ok"

The British Gas final response on 22 January 2019 was a few days late. It responded to the complaint of 19 November 2018. Its offer of £500.00 was more than I would've otherwise found fair and reasonable to compensate Mr and Mrs W. So I don't find it fair and reasonable to direct British Gas to pay any more compensation.

When they brought their complaint to us in January 2019, Mr and Mrs W mentioned a gas leak on 26 November 2018. But – of course - that hadn't been mentioned in the complaint letter of 19 November 2018. And it hadn't been mentioned in the British Gas response of 22 January 2019. So – keeping in mind the FCA rules - I don't find it appropriate to deal with that complaint in this final decision.

It's not part of my role to direct British Gas to change its procedures or business forms.

Overall I don't find it fair and reasonable to direct British Gas to do anything further in response to Mr and Mrs W's complaint.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct British Gas Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs W to accept or reject my decision before 11 March 2020.

Christopher Gilbert
ombudsman