

complaint

Mr R complains about how British Gas Services Limited (BG) serviced his boiler under his home care policy and about the service it gave him.

background

Mr R's original complaint to us was that he wasn't happy with BG's boiler annual service and how it dealt with his complaint. In particular he said:

- the boiler annual service isn't what he expected and is generic
- he thinks BG should annually replace the boiler's seals to ensure the boiler is safe
- BG hadn't given him all the boiler readings or sent him a report of each inspection
- BG's call centre staff don't have technical knowledge
- BG's final response about its business procedures wasn't satisfactory.

Our investigator explained why he thought BG had acted reasonably.

Mr R didn't agree and raised further issues including: BG's annual service wasn't meeting Gas Safe's (the official gas registration body for the UK) definition of an 'appliance service' as well as not meeting his boiler manufacturer's requirements; BG not routinely giving him boiler readings was unfair and a restrictive practice blocking competition; he thought BG didn't clearly state its Gas Safety registration or make reference to being 'Gas Safety registered' on the servicing documents he had and wanted us to ask BG for an explanation.

Our investigator told BG that Mr R wanted his full boiler readings and BG sent Mr R details of the work it had done at each annual service and boiler repair visit, gas readings and safety readings.

Mr R then said he wanted a list of parts BG changed, date of work carried out, part numbers/identification codes and whether or not they were the boiler manufacturer's parts. He also wanted details of the qualifications and appropriate certificates of the engineers who carried out the servicing and repairs. He said it was vital for him to have that information if there was a safety issue with the boiler and if BG didn't provide the information it also was attempting to frustrate him sourcing other suppliers.

BG provided its gas safety registration number. It said the boiler parts it fitted are usually manufacturer made or from authorised suppliers, as detailed in the policy terms. It said Mr R would have to make a subject access request if he wanted all the parts' identification codes, which our investigator thought was reasonable. BG wouldn't give Mr R details of their engineers' certificates but said all of their engineers are 'Gas Safe qualified' and registered.

Mr R said the Gas Safe number BG gave related to 'British Gas Central Heating Care', not BG. He said BG needed to be properly registered to offer services and comply with other Gas Safe regulations. He also wanted us to clarify whether all of BG engineers were registered in their own right and fully qualified and whether BG told consumers to check an engineer's Gas Safe registered card before they entered a property.

Mr R also asked us to explain why it had taken a long time for BG to provide the information as if there was a problem with how it held the data it was in breach of Gas Safe regulations. Mr R didn't agree he should make a subject access request for the parts' information. He said the Information Commissioner's Office had told him BG asking for a subject access

request was 'excessive' and invited him to make a complaint to it. He said Gas Safe told him BG shouldn't withhold information about its engineers.

We told Mr R that his complaint was going to an ombudsman for a decision. Mr R thinks our investigation isn't complete and he wants more time to respond to BG's information.

my findings

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

Mr R's home care agreement says that the gas appliance annual service is a non insurance product provided by BG. But I can look at certain aspects of Mr R's complaint because the annual service is ancillary to a regulated activity that we have the power to look at, effecting a contract of insurance.

Mr R says his complaint isn't ready for me to make a decision but I'm satisfied that it is. He's raised many new matters while his complaint has been us and under the Financial Conduct Authority rules I don't have the power to make a decision on all of those matters. It's not for me to decide whether BG is in breach of gas safety regulations or requirements of the Gas Safe Register. If Mr R thinks BG is in breach he may wish to contact Gas Safe about those matters. He may also wish to contact the Energy Ombudsman and/or BG's regulator.

Mr R has also complained about BG's business practices, for example not having technically trained staff at its call centre. I don't have the power to tell a business to change its internal procedures and practices or tell it to disclose commercially sensitive information to Mr R.

I can look at whether BG has given a reasonable service in line with the home care policy terms and conditions and I've enough information to make a decision on that matter. I know Mr R thinks we've unfairly sided with BG but we don't act on his or BG's behalf. I've made my decision on what's a fair and reasonable outcome looking at the available evidence.

I don't uphold the complaint. I'll explain why, focusing on the main points.

Mr R says BG's annual service is more like Gas Safe's definition of an 'appliance safety check' than an 'appliance service'. But the issue for me to decide is whether the policy is clear what an annual service will provide and it is. The policy defines annual service as 'a check each year to ensure your gas boiler.... is safe and working properly'. The definition also refers to later information in the policy that says under the annual service section:

'One of our engineers will visit your home once a year to check that your appliance, boiler or central heating and ventilation is working safely and in line with the relevant laws and regulations. We'll also test the gases your appliance or boiler produces. If these tests show that it's necessary to take your appliance or boiler apart to adjust or clean it, we'll do so'.

So even if Mr R expected more from the annual service, BG gave him clear information about what it defines as an annual service. Although Mr R says the manufacturer recommends the boiler should be stripped and cleaned on each service the policy is clear that it's for BG to decide if it's necessary to take the boiler apart to adjust or clean.

Mr R also says his boiler manufacturer suggests replacing the seals as part of its service which BG hasn't done. I've seen no supporting evidence from the manufacturer. But even if

that is the manufacturer's suggestion and BG hasn't changed the seals on each service it's still carried out the service in line with the policy terms. BG has checked the boiler/central heating is 'working safely and in line with the relevant laws and regulations'. Our investigator told Mr R in his letter of 24 April 2017 that if Mr R had evidence from the boiler's manufacturer that not replacing the seals at annual services made the boiler unsafe we'd look at this issue again. Mr R hasn't provided that evidence and seven months is enough time for him to get the evidence.

From what Mr R's said I understand he has some paperwork about BG's boiler annual service. But he's also told us he doesn't have all the information he'd like. The policy says during the annual service the engineer will complete a checklist. If Mr R didn't have that information for each service there's no reason for him not to have it, although BG has now given him much more detailed information than the checklist would show.

BG told Mr R that it didn't provide detailed readings on the engineer's service checklist as it tells customers whether the boiler is safe to use which ensures customers with little or no technical knowledge can be assured the appliance is safe. I don't think that's an unreasonable view for BG to take and the policy terms don't say BG will provide detailed readings as a matter of course. Mr R made it clear in his mail to the investigator of 21 July what information he wanted. BG provided the information in a letter dated 26 September 2017 and given the detailed information requested I don't think that's significant delay.

Even if I thought the information should have been given to Mr R sooner I don't think there's been any detriment to Mr R. There's no evidence that the readings BG gave were contrary to it telling Mr R that the boiler was safe. I accept Mr R's been frustrated not to have the information sooner but I think he would always have made a complaint to us as he's complained about other matters in addition to this point. I don't generally award compensation for distress and inconvenience to a complainant just because they complain to us and there's no reason to in this case.

It's not within my remit to consider whether a business' practice is a restrictive practice but I don't think BG's decision not to routinely provide the exact readings to Mr R is unfair. If he chose to have his boiler serviced through another business it would do its own readings. In the unlikely event that it needed previous readings BG could be contacted for the information at that stage. In my experience it's highly unlikely Mr R would need to provide the boiler gas levels and safety readings for him to change energy suppliers.

Mr R has now asked for all the changed boiler parts information and codes. BG says he should apply for the information through a subject access request. An organisation can ask Mr R to make such a request if he wants his personal information the organisation holds. I've seen no evidence why BG shouldn't say Mr R should make a subject access request. Mr R says the Information Commissioners Office has told him BG is being 'excessive' and invited him to make a complaint to it about BG. He may want to do so if he is still concerned about BG asking him to make a subject access request.

Mr R also mentioned about where BG sourced its replacement parts. BG says it works within its policy terms which say:

'Spare parts

We'll provide replacements with similar functionality but not necessarily the same features or an identical make and model or type of fitting. For example, we may replace a specific design of tap with a standard one from our range or replace electrical fittings with our

nearest white, brass or chrome version. Or you can give the engineer a replacement part that you've bought yourself, that we approve. We'll try to get parts from the original manufacturer or our approved suppliers. If we can't get hold of the parts we need we may need to cancel your agreement (or part of it) unless you're eligible for a replacement. If we've agreed to cover a boiler or appliance but warned you that it might be difficult to find spare parts, we'll do what we can, within reason, to repair it'.

So BG has clearly set out the terms on which it sources spare parts.

my final decision

I don't uphold his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 22 January 2018.

Nicola Sisk
ombudsman