

complaint

Mrs L is unhappy with the servicing of her gas fire by British Gas Insurance Limited and with what it did after the fire stopped working.

background

Mrs L had a new gas fire installed in her property in 2009. After the manufacturer's warranty on this expired she added this to an existing home care insurance policy with British Gas. The policy offered servicing and repair of the fire. British Gas attended to carry out the service in subsequent years.

In 2017 the fire stopped working and repairs were carried out by British Gas. Issues to do with that repair have been considered by British Gas as part of a separate complaint. However, Mrs L says at that time the engineer found a blockage needed to be removed from the chimney. But this was later found to be part of the original fire meaning it must have been there for many years. That led Mrs L to question whether the previous services had been properly carried out.

Mrs L had further problems with the fire and called out British Gas again who carried out repairs. In November 2018 the fire stopped working again. British Gas then told her in January it wasn't able to repair the fire because it couldn't obtain access to do so without impacting the marble surround around the fire (it said this was because of poor installation). It said it would remove the fire from her policy and refund the costs Mrs L had paid for this for the current year.

Mrs L was unhappy with this. She said access could be obtained by removing the side panels of the fire in line with the manufacturer's instructions. And the engineer she subsequently employed had been able to do so. She said to service the fire in line with the manufacturer's instructions the side panels needed to be removed. So she didn't think British Gas could ever have carried out a proper service of her fire. And she thought all of the premiums she'd paid for this should be refunded to her.

Our investigator noted an initial job report from British Gas said the fire would be serviced on a best endeavours basis and he thought Mrs L would have been told that at the time. Having reviewed the job sheets British Gas provided he thought it provided the service she was told she'd receive. And he thought British Gas had provided a reasonable explanation as to why it wasn't able to repair the fire.

Mrs L didn't agree. She thought British Gas should have repaired her fire under her insurance policy. Because it didn't she'd had to pay another engineer to do this who was able to access the and repair the fire without removing the marble surround. She said British Gas had never explained the fire was being serviced on a best endeavours basis. And she didn't think this had been done properly in any case. Before reaching a decision on the complaint I let both sides have my initial thoughts. In summary I said:

- I agreed with Mrs L that the fire hadn't been serviced in line with the manufacturer's instructions which require the removal of the side panels. However, a manufacturer's service isn't what her policy provides. Under its terms what's required is a check to ensure the appliance is working safely and in line with the relevant laws and regulations. And the notes British Gas provided indicate that's what was carried out.

- However, I could understand why the discovery of the old fire in the chimney would cause Mrs L to question whether those checks had been properly carried out; I thought a key component of a safety check would include ensuring the chimney was clear of obstructions to enable the fire to vent safely. So it wasn't clear to me the safety checks had been carried out correctly even on a best endeavours basis.
- But I didn't think British Gas should refund the premiums Mrs L paid for the policy. The price she paid for this included cover for repairs to her fire. And information on British Gas's website suggested that policies which didn't include a safety check (and with the same excess) could cost more than the policy which covered her fire. That suggests the main cost of the policy was the insurance to cover the repairs with the safety check being a free or very low cost add on.
- I did feel there was more British Gas needed to do in relation to the claim Mrs L made in November 2018. It told us it wasn't able to carry out those repairs because doing so would require removing the marble surround of the fire and Mrs L had made complaints about the damage it had previously caused to the marble. But Mrs L contacted her own engineer who was able to carry out the repairs after the stone (granite) panels around the fire had been removed (and without working on the marble surround).
- That appears to be the method for accessing the concealed elements of the fire set out in the manufacturer's instructions. Those panels appear to have been sealed in place so the job was slightly more complicated than it might otherwise have been. However, Mrs L's policy covers *"getting access to your boiler, appliance or system, and then repairing any damage we may cause in doing so"*. So I thought this work should have been covered by her policy.
- In my view British Gas had wrongly concluded work would be required to the marble surround of the fireplace or provided incorrect information to Mrs L about what needed to be done. I thought it likely if it had correctly advised her the work could be carried out by removing the side panels without working on the marble it's likely Mrs L would have agreed to that.
- I thought British Gas should refund the amount Mrs L had been charged by her engineer for the repairs to the fire together with any other costs associated with this repair that she wouldn't otherwise have had to pay and which she could evidence.

British Gas didn't respond to my initial thoughts. Mrs L did and said:

- She thought I should take into account problems that arose when her fire stopped working in 2017 and highlighted some of the issues this had caused; she didn't think the compensation British Gas offered at that time did enough to put things right and she regarded this as one continuous saga;
- If proper safety checks weren't carried out to the fire this is something that was in itself of concern to her;
- There were missed appointments relating to the most recent issues with the fire and British Gas gave her inaccurate information about what work was required to repair it;

- Mrs L also drew attention to some health problems she'd suffered from and said she believed the stress caused by the issues with the fire had been a contributory factor in this.

Having considered what Mrs L said I issued a provisional decision earlier this month. In summary I said:

The issues from 2017 were addressed by British Gas as part of a separate complaint at that time. And our rules say we can only consider complaints that were referred to us within six months of a business issuing its final response to the complaint (unless the business agrees or there are exceptional circumstances).

In this case I wasn't clear what the date of that final response was as British Gas hadn't provided me with a copy of it. But in any case that's something we'd have to consider in more detail as part of a separate complaint; as part of this complaint I was only looking at the issues British Gas considered in its final response of January 2019.

I considered whether it should pay additional compensation in relation to what it got wrong here. I noted British Gas had already agreed to refund the cost Mrs L paid for the policy for the relevant year. I thought that did enough to recognise the impact on her of the appointments that were missed in relation to this repair. But I accepted she was then put to unnecessary inconvenience in arranging for her own engineer to repair the fire. Given the health issues that were affecting her I thought that was likely to have caused more stress than might otherwise have been the case.

I also accepted that not knowing whether her fire had been correctly serviced would in itself have been distressing for her. Taking that into account I thought British Gas should pay her £100 (in addition to refunding the costs she incurred in getting her fire repaired).

responses to my provisional decision

British Gas didn't respond. Mrs L did and said:

- She didn't feel the proposed compensation was enough given she was without a fire for a number of months and the overall inconvenience and stress she was caused;
- She was under the impression that safety checks of her fire were being carried out and there was no option to take out a different sort of policy. And she provided more detail about what had happened during the visits from British Gas in support of her view that checks weren't carried out correctly.

my findings

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

I appreciate Mrs L was under the impression a safety check of her fire was being carried out. And for the reasons I've explained it's not clear to me that was done. But I wasn't suggesting Mrs L should have taken out a different policy if she'd wanted a safety check of her fire. The point I was making was that when looking at the cost of hers and alternative policies I thought the main thing Mrs L was paying for was insurance to cover the repairs to her fire rather than the annual service. And so I didn't think it would be fair to say British Gas should refund what she'd paid for this policy.

I've also reflected on the comments Mrs L made about the impact on her. As she knows I'm only considering in this decision the issues British Gas addressed in its final response in January 2019. But I do recognise she's been caused stress and inconvenience as a result of what it got wrong. I also think it likely her fire would have been working sooner if it wasn't for that.

However, I've also taken into account that the fire isn't the only heat source in her property; I can see there's a reference to British Gas carrying out work to radiators in its job notes. And it's already refunded the cost of the policy for the relevant year. On balance I continue to feel that a further payment of £100 does enough to recognise the impact on Mrs L of what it got wrong.

my final decision

I've decided to uphold this complaint. British Gas Insurance Limited will need to refund Mrs L the amount she's been charged by her engineer for the repairs to her fire. It will also need to refund any other costs associated with this repair that she wouldn't otherwise have had to pay and which she can evidence. And it will need to pay her £100.

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

James Park
ombudsman