

complaint

Mr and Mrs A complain that British Gas Insurance Limited assembled their gas fire incorrectly, and that it was therefore unsafe.

background

Mr and Mrs A hold a Homecare policy, underwritten by British Gas Insurance Limited.

A British Gas engineer attended at Mr and Mrs A's property on 22 November 2012 in order to complete an annual service on the gas fire. During this visit the engineer found that the gas fire was "at risk" as the firebox was not secured in place. The appliance was turned off.

Mr and Mrs A contacted British Gas in order for the matter to be investigated. A British Gas service manager agreed to attend at the property on 4 January 2013 and took the appliance apart. He found that the appliance was installed in line with the manufacturer's instructions, the "at risk" notice was removed, and the appliance was reassembled, although not through the fixings in the frames. It was confirmed that the gas fire was safe for use.

Following this, Mr and Mrs A arranged for another third party engineer to attend at their property to reassemble their gas fire as it had not been assembled correctly. They were of the opinion that British Gas should pay them compensation, as they considered the appliance to be unsafe.

Following our involvement, British Gas offered to pay Mr and Mrs A £50 compensation in recognition of any inconvenience caused. Our adjudicator was of the opinion that the offer was fair and reasonable.

Mr and Mrs A did not accept the offer, as they maintained that the appliance was not assembled properly and was unsafe. Our adjudicator was unable to conclude that the appliance was unsafe, as no evidence to confirm this was provided. Nor did Mr and Mrs A incur any costs for having the appliance reassembled correctly.

Mr and Mrs A did not agree with the adjudicator and so the complaint has been referred to me 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.

British Gas has acknowledged the inconvenience arising from the need to arrange a further engineer's attendance and the issues with how the appliance was assembled. While I appreciate that inconvenience has been caused, I do not consider it fair or reasonable for British Gas to be required to pay Mr and Mrs A additional compensation. I am satisfied that £50 is fair under the circumstances. This is because no compelling evidence has been provided to support the suggestion that the appliance was left in an unsafe condition by British Gas, even though it had been reassembled incorrectly. When the independent engineer attended, Mr and Mrs A were not charged for this; nor is there any evidence that the engineer on that occasion made specific repairs to the appliance.

In light of the above, I am unable to fairly or reasonably recommend British Gas to pay Mr and Mrs A additional compensation.

my final decision

For the reasons above, it is my final decision that I uphold this complaint in part. If it has not already done so, British Gas Insurance Limited should pay Mr and Mrs A £50 as compensation for the inconvenience suffered.

I make no other award against British Gas Insurance Limited.

Helen Moya
ombudsman