

complaint

Mr T has complained that British Gas Insurance Limited (British Gas) didn't carry out a proper annual boiler service under his home emergency policy. He also wasn't happy with its service.

Mr T is being represented by his wife, Mrs T.

background

In February 2017 Mrs T arranged for an engineer to carry out an annual boiler service at a property that she rents out. She said she waited for the engineer to call her before attending the property so she could be there along with her tenant but he didn't. She said the tenant called her when the engineer was there.

Mrs T went to the property while the engineer was still there but she didn't think he'd carried out the work properly. Among other things she said he wasn't there long enough and had failed to open the boiler. After the engineer left, Mr T said she saw him sitting in his van and believes he could've used this time to properly service the boiler. She also said it was illegal for him to have issued a gas safety certificate when he hadn't done a proper job.

Mrs T complained to British Gas. She said she called and spoke to someone who said he would call her back but didn't. Mrs T called again and got through to someone who arranged for another boiler service appointment in March 2017. Mrs T said she was very concerned during that time in the knowledge that the boiler hadn't been serviced properly.

Mrs T said the engineer that attended the second appointment told her the first engineer hadn't serviced the boiler properly. She complained to British Gas and said she wanted a new gas certificate, from the date of the second appointment. She also wanted Mr T's premium back and compensation for the distress and inconvenience suffered.

British Gas didn't uphold the complaint. It said its second engineer confirmed the first engineer had done a proper service. So it said the first certificate issued was still valid and it wouldn't issue Mrs T with another. It also said engineers use their vans as their "office" to complete paperwork which is why the engineer was still in his van after he left the property. It also said it wouldn't issue a premium refund because Mr T had claimed under the policy in that year and had also had the annual service. But it made a £50 goodwill payment to Mr T for not returning some of Mrs T's calls.

Mrs T then complained to us. Our investigator said we couldn't look at the issue of the gas certificate as this isn't part of Mr T's insurance contract with British Gas. The investigator looked at the complaint about boiler service but didn't think it should be upheld. She said this is because the second engineer agreed that the first engineer had properly serviced the boiler. And she thought British Gas's £50 compensation offer was reasonable in the circumstances.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I've decided not to uphold it.

As Mr and Mrs T are already aware I can't look at the complaint about the gas safety certificate for the reasons our investigator already provided. I can't see that they raised any objections to this so I think I can now go on and look at the merits of the rest of the complaint.

Mrs T has raised a number of points in relation to this complaint which I've considered carefully. But for the purposes of this decision I'll focus on what I consider to be the main ones.

When Mrs T complained, after the first engineer's visit, British Gas agreed to organise a second appointment. I think that was reasonable. And as far as I understand, Mrs T was happy with the second engineer. So I think British Gas did enough to address her concerns at that stage.

I've seen a note from the second engineer which says that the first engineer had serviced the boiler. The engineer said that each engineer does this differently but this doesn't mean the boiler wasn't serviced.

I appreciate Mrs T says the first engineer didn't stay long enough to have done the service. But both engineers, who are the experts in these circumstances, say that the boiler was serviced during the first visit. And as far as I'm aware there is no other expert engineering evidence to contradict this. So, on balance, I think the first engineer carried out the service properly. For this reason, I don't think British Gas has to compensate Mr T including refunding his premium especially bearing in mind that he ultimately had the benefit of two boiler services.

Mrs T said the engineer was still sat in his van after the appointment finished. British Gas said this is in order to do paperwork and I think that's reasonable.

British Gas accepts that it provided a poor service at times especially in relation to returning phone calls. I think the £50 it offered is reasonable in the circumstances.

British Gas said, though the first engineer says he called Mrs T before the appointment which she denies, it has no evidence of this. But I note Mrs T was still able to attend the appointment so I don't think she has been put in a worse position even if the engineer didn't call. Mrs T said she suffered sleepless nights thinking the boiler hadn't been serviced properly but as I think British Gas did service the boiler the first time I don't think it needs to compensate her for this. But even if I did, as Mrs T isn't the policyholder, I wouldn't have been able to make an award for her distress and inconvenience in any event.

my final decision

For the reasons above, I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 14 December 2018.

Anastasia Serdari
ombudsman