

complaint

Mr R complains about the level of service received from British Gas Insurance Limited under his HomeCare insurance policy.

Mr R is represented in this complaint by his daughter, Ms R.

background

Mr R took out the policy in 2010 and a first annual service was carried out on 3 September 2010. No safety issues were identified at that service, although the engineer did advise that because of the age of the boiler certain parts would be obsolete if a repair was required.

There was some delay in carrying out the second annual service within the next policy year (9 August 2011 and 8 August 2012), but on 2 March 2012, British Gas attended to carry out the next annual service. On inspection of the boiler, the engineer found a hole in the outer casing. The boiler was therefore turned off and classed as 'immediately dangerous'. Mr R says that this hole had previously been made by him some years before to allow easier access to drain the system. Mr R was concerned that the hole had not been identified by British Gas on the previous annual service inspection, and that he had therefore been put in a potentially dangerous situation.

The part required to repair the boiler was obsolete, and so a repair could not be carried out. Mr R says he then felt pressured by the engineer into purchasing a new boiler from another British Gas company. British Gas said the arrangement of an appointment for a new boiler was expedited because of Mr R's age, and the fact that he would otherwise have been left without heating and hot water due to his boiler having been condemned.

Mr R also advised after the new boiler was installed that he was unhappy the annual service had been completed late. However, British Gas explained that the terms and conditions of the policy state in periods of high demand, it will prioritise emergency visits.

To resolve the complaint Mr R would like British Gas to accept that the hole had been present in the boiler for years and that its engineer had missed it at the first annual service. He is also seeking significant compensation to settle the matter.

British Gas offered to pay Mr R £250 as a gesture of goodwill (given the delays and inconvenience Mr R experienced after his boiler was turned off), and this was sent to Mr R and the cheque cashed.

After Mr R brought his complaint to this service, the adjudicator recommended that the complaint should not be upheld because there was no evidence to show when the hole was made; nor was there evidence to show that Mr R had been left in a dangerous position. This was because safety readings taken prior to the boiler being condemned confirmed that it was working safely. The adjudicator was satisfied that the engineer had acted reasonably in capping off the boiler and suggesting to Mr R – who agreed – that the boiler be replaced.

With regard to the sale and installation of the new boiler, the adjudicator explained that this was not something which this service could consider, as it was an activity which was outside our jurisdiction and had been carried out by a separate business which was not regulated.

Mr R does not agree with the adjudicator. He strongly believes the engineer who carried out the annual service in 2010 missed the hole, and therefore that he was left in a dangerous position.

The matter has therefore been referred to me to decide.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

This service operates under the rules set out in the Financial Conduct Authority ('FCA') handbook, and those rules limit the types of disputes which we can consider. In this case, the sale and installation of Mr R's boiler is not an activity that is regulated by the FCA; nor is the British Gas company which installed the boiler a regulated business. That means that I am unable to consider that element of Mr R's complaint, as it falls outside our jurisdiction.

What I can consider are the actions of British Gas in relation to Mr R's home emergency insurance policy.

As to the timing of the annual service, the policy states that an annual service will occur in each year of the agreement, and will normally be completed around 12 months from the date of the previous service. However, it also points out that breakdowns are prioritised. While the second service did take place more than 12 months from the first, it was still within the second policy year, and I have seen no evidence, in any case, that Mr R was prejudiced by this 'delay'. I am satisfied that British Gas did not act unreasonably in this regard.

British Gas said the hole in the boiler casing was not evident during the annual service in 2010 and that safety checks carried out had not raised any issues; although the engineer had recommended the boiler be replaced due to age, efficiency and availability of parts. That inspection resulted in it being recorded that the boiler was 'not to current standards' (and not, as Ms R has suggested, 'dangerous'), and British Gas has explained that this was because of the flue position, which British Gas says was pointed out to Mr R.

There is unfortunately no evidence to confirm exactly when the hole was made in the boiler, and British Gas has stated that its engineer said it was either not present or not evident on the first visit. However, when it was found on the second annual service visit, the boiler was disconnected, which British Gas says was required under Gas Regulations, and classed then as 'immediately dangerous'. British Gas has explained that although the boiler appeared to be working well at the time, there was the potential for the escape of products of combustion, although it was not established that this was occurring.

I appreciate that Mr R maintains the hole had been present when the first annual inspection was carried out, and should have been identified then. However, it has not been possible to establish that for sure on the available evidence. I understand Mr R told British Gas that he had a photograph of the hole, but this has not been provided; even that, of course, would not necessarily confirm when the hole was made. I can only reach my decision on the basis of the evidence which has been provided.

I note also that I have seen nothing to suggest coercion or untoward pressure in the actions of British Gas in suggesting and, with Mr R's agreement, making arrangements for an appointment with an appropriate representative of the other British Gas company for the

possible replacement of the boiler. Under the circumstances – with Mr R having no functioning boiler – it seems reasonable for British Gas to have offered assistance in expediting a replacement.

In this case, while I appreciate Mr R's concerns, I am not persuaded that British Gas acted unfairly or unreasonably in its annual service inspections, and the actions which followed; nor in a way which put Mr R at risk.

my final decision

For the reasons above, I do not uphold this complaint.

I make no award against British Gas Insurance Limited.

Helen Moya
ombudsman