

complaint

Mr W complains that British Gas Insurance Limited did not identify a fault with his gas fire during an annual service visit under his HomeCare policy. He also complains there was a broken appointment and the gas fire was not repaired.

background

An annual service was carried out at Mr W's property on 10 August 2012. During this service no faults were reported by the engineer.

Following the detection of a fault with his gas fire later in the year, Mr W tried to arrange an appointment for a British Gas engineer to attend, but he refused to pay the £50 excess charge and so the appointment did not proceed.

A further appointment was arranged for 16 October, but British Gas did not meet this appointment. (It offered Mr W £30 as a gesture of goodwill because of this.) An engineer then attended on 19 October 2012 to carry out a repair to the gas fire. During that visit, it was confirmed that dust on the pilot light had led to the fault; but it was also noted that the damage could have been caused by a downdraft from the flue. The coal bed was damaged when removed and it was noted that parts were needed to carry out the repair. The gas fire was identified by the engineer as being 'immediately dangerous' and it was not able to be used, pending repairs. (After some delay, the required parts were then found to be unavailable.)

Mr W believed these faults had been present during the annual service visit on 10 August 2012 and should have been identified then; although British Gas said there was insufficient evidence to show the faults had been present then. He has provided information from manufacturers relating to deterioration and durability of gas fires.

The adjudicator explained that no faults had been identified with the fire on the attendance in August 2012. He considered it was reasonable for British Gas to rely on the expert opinion of its engineer in this regard. The adjudicator was also not persuaded – despite the manufacturer's documents provided by Mr W – that British Gas had been negligent during the attendance in August 2012. This was because the information provided from the manufacturer was general in nature, and not based on an inspection of Mr W's particular gas fire.

Mr W argued that he had been left in a dangerous position with his fire; however the adjudicator found no evidence of danger. He appreciated that Mr W would have been concerned to find his gas fire was not working following the engineer's inspection. He considered the £30 offer made by British Gas was reasonable in the overall circumstances.

The adjudicator was also of the opinion that Mr W had had the benefit of the policy during the period he had been waiting for repairs, and did not consider a refund in premiums an appropriate settlement in this instance.

Mr W did not accept the adjudicator's position. He remains unhappy with the level of service received from British Gas and wishes to pursue the matter in attempt to receive an increase in compensation.

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.

I acknowledge Mr W's concern that the annual service carried out in August 2012 was 'grossly substandard'. However, no evidence has been presented to show that this was not conducted appropriately. The fact that Mr W found a fault with his gas fire when he first used it some time later; does not in itself confirm that the annual service itself was inadequate, or that the fault would have been able to have been identified at that time.

Mr W agrees that the gas fire was about twenty years old and that wear and tear is likely to have been an issue with it. This appears to account for the fact that the coal bed broke when it was removed by the second engineer. The gas fire was then identified by that engineer as being 'immediately dangerous' and it was not to be used until the necessary repairs were carried out. This makes sense, given that a core component was no longer in place. This does not mean, however, that in the period when the fire was not being used (between the annual service and when the fault was first identified) it was posing a safety risk.

The material provided by Mr W from gas fire manufacturers sets out general information about the products, however, is not conclusive of the state of Mr W's particular gas fire, nor of details of the annual service which had been carried out on it.

I appreciate Mr W's frustration at the time taken in waiting for parts to be obtained, only to find that the correct parts were not available. He says he is specifically concerned that British Gas did try to fit the wrong parts. He believes he should be reimbursed for the premiums he paid during that period of delay, and says he did not need the insurance cover as he had replaced his gas boiler in the meantime. However, during that time, Mr W still had the benefit of cover had other insured issues arisen, and he has particularly stated that he wanted it kept in place.

Mr W has been offered £30 compensation for the initial delay in attendance of the second engineer. British Gas has also waived the requirement for him to pay the £50 excess. I consider both of those to be reasonable under the circumstances, and if Mr W has not yet received payment of the £30, then he should contact British Gas to arrange for that payment.

my final decision

For the reasons above, it is my final decision that I do not uphold this complaint.

I make no award against British Gas Insurance Limited.

Helen Moye
ombudsman