

complaint

Ms H complains about British Gas Insurance Limited (“BGI”) failing to arrange her annual service, and the potentially severe consequences of that.

background

Ms H has home emergency insurance with BGI which covers her for an annual service and repairs to her gas boiler. She’s had this insurance for a number of years. She said that BGI had previously rung her to book an annual service in September. But it didn’t in 2017.

Ms H said that she contacted BGI in October, to say that she wanted to book the service, and to express concern that her smoke alarm was going off intermittently. BGI asked some questions about the smoke alarm, and suggested that might be a problem with the battery. It booked her an appointment for early January.

Ms H rang again in December. She’d been feeling ill for some time, and BGI passed her through to an emergency service. That service attended, and declared the boiler immediately dangerous. The gas supply to the house was capped until repairs could be done.

Ms H said that her boiler had become dangerous, and she didn’t think this would’ve happened if BGI had done the annual service earlier. She expected a service once a year, and said it should’ve been done in September.

BGI said that it offers to do a service during each year of cover. It isn’t necessarily going to be done exactly a year after the last service. So it didn’t think that it had made a mistake by not booking the service for Ms H for September. It knew she’d tried to ring again, to see if she could get an earlier appointment, and it was sorry it hadn’t been able to provide that for her.

BGI didn’t agree that the lack of a service on the one year anniversary of the last service was necessarily linked to the problems she’d then had with her boiler. BGI said that a service wouldn’t guarantee that she wouldn’t have issues with the boiler after that. And it said that if she’d been smelling gas or if she’d been concerned about carbon monoxide, then it would expect her to contact it straight away.

BGI also said that it hadn’t been able to get to her any sooner, once her gas was shut off. It had been very busy at the time, so it said it was sorry that she’d had to wait a short while before an engineer could attend. It had told her on 23 December that her boiler was beyond repair. Further work that was done after this wasn’t covered by Ms H’s insurance with BGI.

BGI offered Ms H £80 in compensation, which included £30 for the delay in responding to her complaint.

Our investigator didn’t uphold this complaint. He said that he agreed that if a service for Ms H’s boiler had been arranged earlier, then the breakdown might’ve been anticipated. But he broke his consideration of this complaint down into two parts, whether BGI had an obligation to arrange the annual service earlier, and whether it handled the boiler breakdown in a reasonable way.

Our investigator said that he thought it was reasonable for BGI to attend once during the year of cover. He thought that fit with the terms of Ms H's policy. So he didn't think that BGI had an obligation to arrange to service Ms H's boiler earlier.

Our investigator also said that he thought that it wasn't unreasonable for Ms H to have to wait two days for an appointment for repairs after her gas had been shut off. He said that although Ms H didn't have heat or hot water, the situation was safe, and Ms H was given the earliest appointment available. BGI then told her that her boiler couldn't be repaired, and she decided to ask the heating installation firm which is part of the same group as BGI to install a new boiler. That work isn't covered by her insurance contract so our service can't consider a complaint about how long that took.

Our investigator said that the compensation that BGI had paid was a reasonable outcome to this complaint. He didn't think it had to do any more.

Ms H didn't agree with that. She said that she thought BGI should be providing an annual service, for operational and particularly safety reasons. She said its website referred to the need for a regular service. She said that if BGI was allowed to delay well beyond the service anniversary date the service would become irregular, and sometimes dangerous. She said that BGI had been proactive in the past in getting in touch to schedule that service. She thought it had a responsibility to do that, not to pass that responsibility on to its customers to schedule their own services online.

Our investigator asked BGI when it would've contacted Ms H about her annual service. BGI said that it would've contacted her before her service year was up.

Our investigator wrote to Ms H to say that one service in every year of insurance cover could be considered regular. He said that he appreciated that this might mean there could be almost 24 months between servicing, but that would be rare. He said that BGI had told us that it would've contacted Ms H during her year of cover if she hadn't contacted it.

Ms H still didn't agree. She said that the industry standard is a regular annual service, and this wasn't provided to her. That put her health and life at risk. Ms H said that she'd still received no valid explanation for the deterioration in BGI's service since 2016, and she had no reassurance that long delays to the servicing date would be eliminated in future. Ms H said that she wanted her complaint to be considered by an ombudsman, so this case was passed to me for a final decision.

Ms H also asked whether BGI was aware of the manufacturer's recommendations for the servicing of her boiler, and if it had complied in full with those requirements after 2016. BGI said that the manufacturer said the service should be done at regular intervals, and only recommend annual servicing dependant on usage and the quality of installation.

BGI also sent us evidence that Ms H's boiler had been serviced in September or October of each year for the previous years of cover. Ms H said that this proved her point, BGI had put safety first in preceding years and ensured that there was a service once a year. But in 2017 it had downgraded the safety considerations. Ms H said that BGI knew her boiler was an older model and it needed regular servicing to keep it safe.

This case then came to me for a final decision.

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've reached the same conclusion on this complaint as our investigator, and for broadly the same reasons.

Ms H rang BGI in late October to book in an annual service. BGI wasn't able to carry out that service for some months. It booked her an appointment in early January.

Ms H says that BGI has always previously contacted her to book the service for some time around September. And she considers that her boiler should be given an annual service. She doesn't think that BGI should be allowed just to arrange that service at some time during the year of cover.

I recognise that Ms H had problems with her boiler, and that it was shut down in order to make it safe. I think that if her service had been carried out in September, it's likely that these issues would have been spotted then. I can therefore quite understand why she feels so strongly that this service should've been done earlier than it was. And I can see that Ms H has previously had each one of her service appointments made within less than a year of the one before, so I understand why her expectation was set that an annual service meant a service within a year of the last one.

But I have to set that against the terms of the contract that she has with BGI. And those terms are, I think, also consistent with the interpretation that BGI has given us, that it's promised it will carry out a service at some time during the year of cover, but not when it will do that. So I don't think that I can decide in this case that BGI has breached the terms of its agreement with Ms H.

I know that Ms H regards this as a safety issue. But I haven't seen anything that suggests to me that a service interval of a year or less was a requirement for Ms H's boiler. And I've already said that I don't think that's actually what BGI had agreed to provide.

For those reasons, I don't think that I can fairly uphold Ms H's complaint on this point.

Ms H also complained about the delay in getting to her property after the gas was shut off. I know that BGI wasn't able to come out straight away, and that this left Ms H without heat or hot water for a couple of days before BGI could check whether her boiler could be repaired. I'm also aware that this was over winter, and Ms H had recently been unwell, probably as a result of problems with the boiler. But BGI told us that it was very busy at that time, and it had given Ms H the first available appointment. I don't think that it's unreasonable for BGI to take a couple of days to get someone out to see if a repair could be done.

I know that it wasn't actually possible to repair the boiler, and that it then took some time to get a new boiler fitted. But I don't think that I can consider this delay as part of Ms H's complaint. The work to fit a new boiler wasn't done as part of Ms H's insurance contract. It was done by a separate organisation within the same group as BGI, and our service doesn't have any powers to consider complaints about this installation.

I've considered what Ms H has said carefully. I know that she will be disappointed by my decision, but I don't think her complaint should be upheld.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 6 March 2019.

Esther Absalom-Gough
ombudsman