

## **The complaint**

Mrs A is unhappy about the service provided by British Gas Insurance Limited as part of her home emergency policy.

## **What happened**

Mrs A took out a HomeCare policy with British Gas. She called out British Gas to deal with an issue with her central heating. However, despite multiple visits by British Gas, it was unable to fix the issue. Mrs A then called out a private plumber, who was able to resolve the issue.

Mrs A complained to British Gas. British Gas said that it should never have offered cover for the property as there was an inherent system design issue. It also said that an engineer had missed an appointment. British Gas refunded the premium Mrs A had paid and offered her £20 compensation.

Mrs A remained unhappy with British Gas' service and said that it had also broken a magnaclean filter and then siliconed it back in place. British Gas offered to refund the cost of the damaged filter, but not the cost of installing it.

Mrs A complained to this service. Our investigator partially upheld the complaint. He said that he thought that refunding the cost of the policy was reasonable in the circumstances, but that British Gas should reissue the cheque for the £20 compensation offered as Mrs A didn't seem to have received this. He also said that British Gas should pay for the installation of the magnaclean filter, not just for the part itself.

As British Gas did not agree, the complaint has been referred to me.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

There are two main issues in this case. The first is how British Gas dealt with the ongoing problems with Mrs A's central heating system. This required British Gas to visit on multiple occasions. Early on in the process, British Gas seemed to decide that it couldn't offer cover for Mrs A's central heating system, so it downgraded the policy to one that didn't offer that type of cover. However, the policy was then upgraded again to cover the central heating system. British Gas accepted that it shouldn't have upgraded the policy again.

I'm aware that Mrs A thinks that British Gas should have been able to cover her system and said that a private plumber was then able to fix her central heating and wasn't sure why British Gas was unable to do so. But if British Gas decided it was unable to deal with the system – and the large number of visits by British Gas engineers indicates that there was an issue with it being able to do so – I think that it was reasonable that it declined to offer cover. I also think it acted reasonably in refunding the cost of the policy, not charging for any of the work it carried out or replacement parts and offering Mrs A £20 compensation. I think that

was a reasonable outcome in the circumstances and, apart from the issue of whether the compensation was paid, I don't think British Gas needs to do anything further.

The second issue is the magnaclean filter. Mrs A said that this was broken by a British Gas engineer and then siliconed back in place. British Gas has strongly argued that this didn't happen, on the basis that there was no evidence that it had replaced the magnaclean filter. It said that although it was willing to pay for a new filter, as the part would have been covered by the policy, it wasn't willing to pay for the cost of installation, as this wouldn't have been.

The issue here is that Mrs A said that British Gas broke the part. If that was the case I would expect British Gas to pay for both the new part and its installation, whether or not it was covered by the policy. British Gas said there is no record of it installing or replacing the magnaclean filter. Mrs A said that the British Gas engineers didn't install a new magnaclean filter, but did remove the existing one on multiple occasions while they were trying to find the source of the blockage in the central heating system.

Thinking about this, I find Mrs A's explanation of what happened more persuasive. British Gas clearly carried out a range of investigations to try and identify the source of the problem with her central heating system. It seems likely to me that this would have involved checking the magnaclean filter and I've no reason to doubt what Mrs A said about the engineers doing so. I also wouldn't expect British Gas' records to list every part that was checked during its investigations and its internal notes are also very brief. So, I don't think that its records not saying anything about the magnaclean filter is persuasive evidence that it therefore didn't remove the filter. So, thinking about this, in my view it is more likely than not that British Gas did remove the magnaclean filter, and then put it back in place afterwards, on at least one occasion. Given that shortly after the British Gas policy ended, a private plumber found that the magnaclean filter was damaged and needed to be replaced, I think that it's more likely than not it was British Gas that damaged it.

As I've already said, given that I think British Gas most likely damaged the part, I think it's irrelevant whether fitting a new magnaclean filter was covered by the policy. In my view, the only reason it needed to be replaced was because of the actions of British Gas and it therefore needs to cover the cost of both the part itself, which it has already done, and of the installation. That is the only way to put Mrs A back in the position that she would have been had British Gas not damaged the part.

So, thinking about this case as a whole, I partially uphold this complaint. I think that British Gas refunding Mrs A the premium she paid for her policy was a reasonable way of addressing the issues with it fixing her central heating system. I think that the premium refund combined with the additional £20 compensation adequately dealt with the distress and inconvenience caused. However, Mrs A said that she didn't receive the £20 compensation, so British Gas should cancel the cheque it sent and reissue the compensation to Mrs A.

For the magnaclean filter, British Gas should pay not only the cost of the new part, but also for its installation, subject to it receiving suitable evidence of the costs involved. I'm aware that British Gas has said that it doesn't think it should pay the £27 cost of the pipework listed by the private plumber, but the details provided by the plumber said that this work was necessary in order to install the new filter, so this cost should also be paid by British Gas, as it forms part of the installation cost.

### **Putting things right**

As a result of the above, British Gas should resend Mrs A the £20 compensation and refund the cost of the installation of the magnaclean filter.

## **My final decision**

For the reasons I have given, it is my final decision that the complaint is partially upheld. I require British Gas Insurance Limited to:

- Reissue the £20 compensation cheque to Mrs A
- Refund the cost of the installation of the magnaclean filter, subject to receiving suitable evidence of the cost
- Pay 8% simple interest on the cost of the installation from the date that the invoice was paid to the date that the refund payment is made
- If British Gas considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs A how much it's taken off. It should also give Mrs A a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 3 November 2020.

Louise O'Sullivan  
**Ombudsman**