

complaint

Mr R complains that British Gas Insurance Limited mishandled a home care insurance policy.

background

Mr R took out a policy and then asked British Gas for help with his central heating boiler. He complained after it said it wouldn't do a repair because the fault already existed when its policy started.

The adjudicator didn't recommend that the complaint should be upheld. He thought that British Gas was correct not to fix Mr R's pre-existing fault.

Mr R disagrees with the adjudicator's opinion. He says, in summary, that British Gas told him he didn't need a first service.

my findings

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

Mr R took out the policy online. So I'm satisfied that he acknowledged the policy terms. These included the following:

"We will not be responsible for the cost of repairs...if there are ... faults which existed before you entered into an Agreement with us..."

British Gas incorrectly said in its welcome letter that Mr R didn't need a first service as it had serviced his boiler within the last 12 months. It said his system was "*in good working order*". In view of what happened next, this was clearly wrong.

Within a couple of weeks British Gas sent an engineer. He said Mr R did need a first service. More importantly, he also said Mr R's heat exchanger was blocked and he needed a new one which British Gas wouldn't cover free of charge. The engineer also recommended a power flush.

Mr R has sent us another company's invoice for a heat exchanger a few days later. He hasn't provided any technical evidence from that other company. So I accept that the problem with the heat exchanger existed when Mr R took out the British Gas policy.

A couple of days after the other company replaced the heat exchanger, British Gas sent an engineer. But he didn't do anything because Mr R hadn't had a power flush.

I'm not satisfied that British Gas communicated with Mr R as well as it should have done. And I accept that this caused him some extra upset at an already difficult time for him. But – before he brought his complaint to us - British Gas sent Mr R £60. I think that's fair and reasonable in line with what I would otherwise have ordered it to pay him.

I don't think it would be fair and reasonable to order British Gas to make any further redress to Mr R.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 30 October 2015.

Christopher Gilbert
ombudsman