

## **complaint**

Mr I complains that British Gas Services Limited mis-sold him a home care policy.

## **background**

Like many people Mr I lives in a traditional terraced house with a surface water drain of about 12 metres long. In late 2010, British Gas sold him an insurance policy to cover plumbing and drainage, as well as other services in his home. When he found that roots had blocked his drain he made a claim under the policy. He complained that – when he took out the policy - British Gas had not told him the high rates which its contractor would apply in calculating when it reached the £1,000 policy limit.

The adjudicator did not recommend that the complaint should be upheld. He did not think that British Gas mis-sold Mr I's policy.

Mr I disagrees with the adjudicator's opinion. He says, in summary, that British Gas used a contractor that was four times more expensive than others – so its policy limit of £1,000 only gave him about £250-worth of cover.

## **my findings**

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

After Mr I found a blockage, he claimed on his policy and British Gas sent its contractor who did an initial inspection. That contractor then did further work on behalf of the buildings insurer. Later that insurer used another contractor to do yet further work.

British Gas did not fix Mr I's problem. And it left him asking questions about the rates its contractor applied in calculating when it reached its policy limit.

I accept Mr I's evidence that the contractor British Gas used was much more expensive than others, including the one the buildings insurer used.

But Mr I's complaint is that British Gas mis-sold the policy. So the crux of the complaint is what happened when he took out its policy in late 2010. That policy covered, for example, Mr I's central heating boiler as well as his plumbing and drains. So Mr I has fallen short of persuading me that British Gas wrongly sold him an insurance policy which was unsuitable for his needs or from which he could never benefit.

He complained earlier about the extent of the service British Gas gave him in relation to his claim. And it refunded him his payments for his two years of plumbing and drains insurance cover. Such a refund is in line with what I might have ordered if I had been satisfied that it had mis-sold him separate plumbing and drains cover.

Overall I don't find it fair and reasonable to order British Gas to pay Mr I any more.

## **my final decision**

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr I to accept or reject my decision before 24 August 2015.

Christopher Gilbert  
**ombudsman**