

## **complaint**

Ms G complains about the service she received from British Gas Insurance Limited under her home emergency insurance policy.

## **background**

Ms G reported an intermittent fault with her boiler. British Gas attended on a number of occasions, but the fault wasn't resolved.

Ms G then decided to replace her boiler. And she complained to British Gas about the service she'd received.

British Gas refunded policy premiums of £132.69 to Ms G as a gesture of goodwill for the trouble and upset she'd been caused. Being unhappy with British Gas' response to her complaint, Ms G complained to this service.

During our investigation British Gas offered to consider the cost of Ms G's additional gas usage as a result of the problems she'd experienced. This was calculated at £20.85, which British Gas agreed to pay.

Our adjudicator thought £132.69 compensation for the trouble and upset Ms G had experienced was reasonable and £20.85 for her additional gas consumption was fair.

Ms G disagreed with the adjudicator's conclusions. So, the matter's been referred to me to make 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 decided to partly uphold Ms G's complaint and I'll explain why.

Ms G has given us a 34 page summary of the events which led to her complaint.

I've read all of the information Ms G has given us about why she's unhappy with the service she received from British Gas. My decision focusses on what appear to be Ms G's main grounds of complaint, rather than dealing in detail with every matter she's mentioned.

Ms G says she was led to believe British Gas would pay towards her gas bill for the period when the intermittent fault meant she had to leave her boiler switched on. And it would pay towards the cost of her new boiler. She says British Gas never told her the boiler was beyond repair or recommended her to replace it due to its age, efficiency or the availability of replacement parts.

Ms G says British Gas should pay £900 towards the cost of her new boiler, £500 towards her gas bill and pay compensation for her stress and inconvenience.

British Gas says it wouldn't pay towards replacing a boiler in these circumstances and it has no record of Ms G being told it would. It says its engineers have recommended Ms G replacing her boiler on several occasions, dating back to 2011.

The service Ms G received from British Gas was poor. But it's acknowledged this and refunded premiums of £132.69 to her as compensation for the trouble and upset she experienced. I think this is reasonable. It's also now agreed to pay for her extra gas usage as a result of the intermittent fault being unresolved for longer than it should. I think this is fair.

British Gas isn't required to pay towards the cost of a new boiler under Ms G's policy. And I don't have enough evidence to conclude it misled her into believing it would.

Ms G has told us about a recent matter involving an issue with her central heating system. But this isn't part of her original complaint. So I think British Gas needs to be given an opportunity to respond to Ms G's complaint about this matter before it can be considered by this service.

### **my final decision**

I partly uphold Ms G's complaint against British Gas Insurance Limited. It must pay Ms G £132.69 compensation for her trouble and upset and £20.85 for her additional gas consumption unless it's already paid these sums to her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 5 May 2016.

Robert Collinson  
**ombudsman**