

complaint

Mr C's unhappy with British Gas Services Limited's handling of a claim made under his HomeCare agreement.

background

In July 2009, British Gas noticed Mr C was having problems with his central heating system. It recommended Mr C pay for a powerflush and for a magnetic filter to be fitted to his system, which he had done in September 2009.

British Gas noticed more problems with Mr C's system in October 2012. British Gas recommended in March 2013 he have some pipework carried out, which wasn't covered under the agreement. Mr C wasn't happy with the level of service British Gas was providing, so he had the work done by a third party. He complained to British Gas in June 2013, who eventually recognised it had delayed responding to the complaint and offered him £100 as compensation. It eventually increased the offer to £250.

Unhappy with the offer, Mr C complained to us. He said he wanted his money back for the powerflush, which wasn't needed, and a refund of part of the premiums he had paid for the cover. Our adjudicator agreed that British Gas hadn't treated Mr C well, but felt it hadn't mis-advised Mr C about the repair work needed. He felt its offer of £250 was fair in the circumstances.

Mr C didn't agree with the adjudicator, saying the powerflush wasn't necessary. The complaint was passed to me to look in to afresh.

my findings

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

In this case, we can only look at events that happened from August 2009, which is when British Gas first came within our jurisdiction. Having done so, I've decided not to uphold this complaint. I'll explain why.

I realise Mr C feels strongly that the powerflush and magnetic filter were unnecessary and that the problem always lay with the pipework, which British Gas didn't detect until March 2013. But as the system seemed to be running well enough between September 2009 and October 2012, I can't say for sure that there was a problem with the pipes in September 2009 that British Gas should have picked up on. If the problem with the pipes was obvious in September 2009, it's reasonable to expect this would have become apparent much sooner than over three years later. During which time British Gas had carried out annual services on the system and hadn't found any related problems.

Since I haven't seen evidence showing British Gas was wrong to recommend a powerflush or the fitting of a magnetic filter, I don't think it would be fair for me to ask it to refund the cost of them to Mr C. Especially since his agreement doesn't cover those costs.

British Gas accepts it was frustrating for Mr C to have to wait around five months before it responded to his complaint of June 2013 and that it didn't give him a good level of service overall. For that reason, it offered £100 – and later £250 – as compensation.

It's often difficult to put a cash figure on the amount of upset and trouble someone has been caused. And I realise Mr C isn't happy at all with either of British Gas' offers. But taking everything into account, including British Gas' actions and their impact on Mr C, I think the latest offer of £250 is fair overall.

I don't think British Gas owes Mr C a refund of his premiums in full or in part. I say that because Mr C has benefited from the policy and I don't see that the policy was unsuitable for his needs. It's just that British Gas hasn't always provided Mr C with a good level of customer service. Which is why it has offered the compensation it has.

my final decision

For the reasons given, I've decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 9 November 2015.

Nimish Patel
ombudsman