

## **complaint**

Mrs O complains that British Gas Insurance Limited should refund her payments for a landlord's home care policy.

## **background**

Mrs O had a property let to tenants. She had a HomeCare 400 policy. So – when there was a leak – she called British Gas for help. She complained that it said it would not lift floorboards. She says that it did not tell her of any such policy term when she bought the policy, so it should refund her payments.

The adjudicator recommended that the complaint should be upheld in part. She concluded that British Gas had made an error in communication. The adjudicator said that British Gas had made a fair and reasonable offer to pay – in addition to the £50 it had already paid – a further £150 compensation.

Mrs O disagrees with the adjudicator's opinion. She says, in summary, that she would not have bought the policy if British Gas had told her that it would not lift floorboards in properties in the area where her tenanted property was.

## **my findings**

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

I have seen British Gas policy terms including the following benefit:

*“Costs up to £1,000 (including VAT) we would have to pay to get access to your system and appliance to carry out a repair (for example, pipes buried in walls or built-in appliances) and making good. Making good damage caused by gaining necessary access means filling or plastering to make level but does not include any redecoration (this will be your responsibility). We do not include the cost of getting to your appliance if your system is inaccessible due to a design fault”.*

I accept that British Gas did not explain its procedure for getting access to pipes under floors – or how this differed in the London area. But I consider that the policy terms were reasonably clear. And I do not think that this is a case of British Gas selling Mrs O a policy from which she could not benefit. So I do not think that it would be fair and reasonable to order British Gas to refund her payments.

Rather, I think this is a case in which British Gas failed to live up to what it ought to have done. It did not fix the leak for about five weeks. From its records, I find that this delay was because of its failure to communicate about who should lift the floorboards.

In a final response letter, British Gas said the following:

*“During our telephone conversation on 11 March 2014 I explained we would not access the leak in this instance as there is tongue and groove flooring in the property which required a professional to remove it. I advised that we would cover access costs of up to £1000.00 but we would not instruct our engineers to do the work...”*

But British Gas did not provide the adjudicator with the call recording. And – when it sent its file to us – it said the following:

*“I understand that we were unable to make access through the floor and did not arrange a contractor to make the access required, nor did we inform Mrs [O] that she could arrange this and we would reimburse the costs she incurred.”*

So I am not satisfied that British Gas told Mrs O that it would pay up to £1,000 for her to get someone to lift the floor boards. And I note that in the end Mrs O's brother did the job.

British Gas completed the repair the next day. And this was a benefit which she got under the policy.

I accept that there were some shortcomings in the service and the communication from British Gas. And it caused Mrs O some upset and put her to some trouble – including having to deal with the tenants.

British Gas sent Mrs O £50. And since she brought her complaint to us, it has offered to pay a further £150 for the inconvenience caused. I conclude that this total of £200 is fair and reasonable in the circumstances.

### **my final decision**

For the reasons I have explained, my final decision is that I uphold this complaint in part. I order British Gas Insurance Limited to pay Mrs O – in addition to the £50 already paid – a further £150 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs O to accept or reject my decision before 18 June 2015.

Christopher Gilbert  
**ombudsman**