

complaint

Mrs T complains that British Gas Insurance Limited gave her poor service under a home care policy.

background

Mrs T had British Gas cover for her central heating. Her boiler was over twenty years old. She complained that British Gas damaged it. British Gas sent her a cheque for £250 but she says she has not paid it in.

The adjudicator did not recommend that the complaint should be upheld. She concluded that - although its service could have been better - £250 was a fair and reasonable offer.

Mrs T disagrees with the adjudicator's opinion. She says that the policy entitled her to a discount off a new British Gas boiler. But its service and complaint-handling was so poor that - by the time she received its offer of £250 - she had cancelled the policy. So she lost the policy discount, she says.

my findings

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

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

After Mrs T reported a fault with her boiler, a British Gas engineer re-lit the pilot. Mrs T complained that he had damaged the glass inspection panel.

British Gas later replaced some corroded radiators for her.

Mrs T has referred to some literature including the following statements:

"If Your boiler is seven years old or more, and it is not possible to repair it or You choose to replace it at any time (however old it is), as a central heating Customer, You are entitled to a discount on the cost of installing a boiler if You choose British Gas to replace it."

And:

*"Q I need a new boiler, do I receive any benefits by being a HomeCare® customer?
A Yes, as a HomeCare® customer with a boiler or central heating Agreement, you are entitled to a special offer on installing a new boiler, if we install it. Our central heating installation team can be contacted on 0800..."*

I note that no figure is specified for the amount of the discount.

British Gas apologised for the behaviour of its first engineer. It offered Mrs T a discount of £250 off one of its new boilers. And it said

“...offer of £250.00 discount on a new boiler and this can now be sent out as a cheque. ...this is in addition to the remedial work carried out on the central heating system and the discount that will automatically apply to the quotation for a new boiler by the Central Heating Installations department.”

I accept that this came after several weeks' delay in following up a telephone conversation. And in the meantime Mrs T's policy reached its anniversary and she decided not to renew it. So I can understand why she feels that she lost the policy discount.

But the letter was in the form of a final response and it was within the time period for such a response. And in the final analysis, Mrs T had exercised a choice whether or not to continue to pay British Gas for the policy – with benefits including the discount. In any event I have not seen sufficient evidence to persuade me that the policy discount would have been a particular figure.

British Gas later sent Mrs T its cheque for £250. I do not underestimate the upset and trouble which British Gas caused Mrs T by the shortcomings in its service. But overall I conclude that £250 is fair and reasonable. I expect British Gas to stand by the offer in its final response – and if necessary to re-issue the cheque.

But I do not conclude that it would be fair and reasonable to order British Gas to make any further redress to Mrs T.

my final decision

For the reasons I have explained, my final decision is that I do not uphold this complaint. I make no award against British Gas Insurance Limited.

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

Christopher Gilbert
ombudsman