

complaint

Mr G complains that British Gas Insurance Limited should give him a refund under a home care insurance policy.

background

Mr G took out a policy. About a year later, he complained that he'd paid about £290 for the policy which should've covered a service for which he'd paid a further £99.

The adjudicator didn't recommend that the complaint should be upheld. She thought that the homecare agreement provided that first service visit was the annual service visit.

Mr G disagrees with the adjudicator's opinion. He says, in summary, that British Gas charged him twice for the same service and refused to reimburse him.

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 can only look at complaints against insurance companies and other regulated financial firms. Where I refer to British Gas, I'm referring to the insurance company of that name, not any other company with a similar name.

Mr G has told us:

"I think you need to reconsider the initial sales process. I had moved house and was a bit concerned about the boiler and whether it was safe. I asked British Gas to come and have a look at it. I would describe this as an annual service. They agreed to do the service provided I pay £99 and then also encouraged me to purchase an insurance product too. A year later, I found that the initial visit / service would have been covered by the insurance product."

But I think that Mr G is mis-remembering the sequence of events in the aftermath of a house-move over a year ago.

British Gas kept records and I place weight on those records. They say that Mr G rang British Gas on 27 March 2015 and took out a home care policy. He paid about £290 for this.

The policy provided for a first visit to check that British Gas could cover the boiler – and to do a service.

The policy excluded upgrading the system and problems which existed at the date the policy started.

I've seen a copy of a welcome letter dated 27 March so I accept that was the date the policy started.

The British Gas records say that its engineer visited on 28 March. From the dates, I don't think he sold the policy.

The records say he inspected the boiler, accepted it onto the policy and did a service. But he recommended a carbon monoxide detector, a magnetic filter and a plumber to resolve some existing water pressure problems. In my view those last three items weren't covered by the policy.

Neither Mr G nor British Gas has provided a copy of an invoice for £99. But – as the first visit was covered under the policy – I don't find it at all likely that British Gas charged Mr G separately for that. I find it much more likely that he paid someone for some of the items of recommended work that weren't covered by the policy.

There's no evidence that Mr G made any claim during the following year. But he had cover if he'd needed to claim.

The next year British Gas quoted about £340 to renew the policy. After Mr G complained, it offered him a discounted figure. But Mr G didn't renew.

And he complained that British Gas should do a 2016 service or refund £99.

I keep in mind the policy terms. British Gas had done the service in 2015 and I don't think it was obliged to do another one before the policy expired in 2016.

There isn't enough evidence to persuade me that British Gas overcharged Mr G £99 or should refund him.

So I don't think it would be fair and reasonable to order British Gas to do any more in response to Mr G's complaint.

my final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 7 July 2016.

Christopher Gilbert
ombudsman