

complaint

Mr and Mrs D complain that British Gas Insurance Limited should honour a home care insurance policy.

background

Mr and Mrs D had British Gas insurance which included cover for the solar power parts of their hot water system. They complained after British Gas told them it would no longer include such cover.

The adjudicator didn't recommend that the complaint should be upheld. He didn't think that British Gas had treated Mr and Mrs D unfairly or any differently from any other customer in the same set of circumstances. He thought it had made fair and reasonable payments of £100 compensation for providing some incorrect information and £120 for delays in completing an annual service.

Mr and Mrs D disagree with the adjudicator's opinion. They say, in summary, that British Gas broke its agreement to cover the solar parts which are integral to how their hot water system works.

my findings

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

The Financial Ombudsman Service deals with consumers' complaints about insurance companies and other financial firms regulated by the Financial Conduct Authority.

Where I refer to British Gas, I am referring to the insurance company which bears that name. I am not referring to any other company.

Another company sold Mr and Mrs D the solar panels and associated equipment. They say that company made certain promises about the availability of future service. But I don't think I have the legal power to look into a complaint about that.

Mr and Mrs D had an annual insurance policy renewable in February.

From its file, I accept that British Gas told Mr and Mrs D of the February 2015 renewal in good time.

It also wrote a standard letter about the withdrawal of cover for the parts of their system relating to solar energy.

In February 2015 British Gas took two visits on the same day to repair a leak and do an annual service. It told Mr and Mrs D that it had already withdrawn cover for solar. This turned out to be incorrect or at least premature.

I accept Mr and Mrs D's statement that they hadn't received the standard letter about the removal of cover for solar. But – as it may have gone astray in the post – I don't hold British Gas responsible for that. In any event it sent them a further copy of the letter just after the

February 2015 renewal. And it said it would cover their solar parts until the next renewal - in February 2016.

British Gas apologised for the incorrect information it had given them about the earlier removal of cover. It paid them £100 compensation.

In the context of an annual policy, British Gas' decision to change the cover is a matter of its commercial judgement. As there's no evidence that British Gas was treating Mr and Mrs D differently to its other customers in the same situation, I won't interfere with its decision.

British Gas has not yet made a commercial decision about the renewal premium for next year.

I accept that – despite saying that Mr and Mrs D had cover for the solar parts of their system until 2016 - British Gas was slow to send a correctly qualified engineer to complete the annual service for those parts. It has paid a further £120 compensation in recognition of this.

I don't doubt that – by the shortcomings I have mentioned above – British Gas caused Mr and Mrs D some upset, worry and trouble. But I'm satisfied that its payments to them are fair and reasonable compensation for this, in line with what I would otherwise have ordered it to pay them.

Overall I don't think it would be fair and reasonable to order British Gas to make any further redress to Mr and Mrs D.

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 and Mrs D to accept or reject my decision before 23 November 2015.

Christopher Gilbert
ombudsman