

### **complaint**

Mrs T complains that British Gas Insurance Limited declined to carry out a repair under her homecare policy when it diagnosed faults during its first service.

### **our initial conclusions**

Our Adjudicator did not recommend that the complaint be upheld. He concluded that British Gas had not acted incorrectly in declining to carry out repairs as the policy clearly stated that faults identified during the first service would not be covered by the policy. Whilst he accepted that Mrs T had experienced distress and inconvenience, due to not having a working boiler after the engineer had switched it off, he did not believe that British Gas was responsible for this as it had not acted unreasonably in applying its terms and conditions. As Mrs T did not agree the matter has been escalated to me for a final decision.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mrs T and British Gas have provided. The terms and conditions of the homecare policy are clear in that if problems are identified during the first service, the cost of the repair would not be covered by the policy. In this case, when the engineer attended to carry out the first service, Mrs T commented that there had been problems with the hot water. Upon investigating, the engineer identified a fault with the heat exchanger. He also identified a problem with the flue and that the warm air unit had failed. Although the boiler had been working before the service, the engineer switched it off for safety reasons.

Whilst I am not unsympathetic to Mrs T's situation, the policy terms and conditions are clear that faults identified during the first service would not be covered by the policy and I am satisfied that British Gas has not acted unreasonably in declining to carry out the repairs.

**It follows, for the reasons outlined above, that my final decision is that I do not uphold this complaint and I make no award against British Gas Insurance Limited.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mrs T either to accept or reject my decision before 6 November 2014.**

*Colin Keegan*

*ombudsman at the Financial Ombudsman Service*

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

### **ombudsman notes**

It is clear that British Gas has acted reasonably and in line with its terms and conditions which state; “If your Agreement includes a First Service, we will arrange to inspect your boiler and controls or gas central heating system or gas appliance (depending on what is included in your Agreement), to help make sure we can include them in your Agreement and that they are safe and in good working order. We will normally carry out your First Service within 42 days of the start of your first Agreement, although it may be later if there is a lot of demand for our services especially in colder weather.

Our engineer will fill in a service or breakdown checklist to show you what has been inspected. If your First Service reveals a problem (such as boilers for which we know we cannot get parts, or systems that are installed unsafely or which we cannot get to) we may:

- Tell you what work is needed and what it will cost to do that work;
- Offer you a different product which will not include the parts of your system causing the problem which we cannot include in your Agreement; or
- Cancel your Agreement and refund any money you have paid.”

### **what is a final decision?**

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

### **what happens next?**

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.