

complaint

Ms G complains about the way British Gas Insurance Limited handled a number of her HomeCare insurance claims. Ms G is also unhappy because British Gas recently cancelled her policy.

background

I issued a provisional decision on this complaint in October 2015. An extract from the provisional decision follows:

I've considered all of the letters which Ms G has sent to us and what Ms G has told us on the phone about the various aspects of her complaints. I don't intend to repeat all of the details here so instead I've briefly summarised what Ms G has said;

- *a British Gas engineer punched a hole in her boiler in March 2010;*
- *damage was caused to appliances at her property by British Gas in February 2014 when it was replacing a cylinder;*
- *her central heating system broke down in October 2014 and British Gas hasn't carried out a repair;*
- *British Gas caused damage to her washing machine, meaning she had to pay towards replacing it in January 2015;*
- *British Gas has now cancelled her policy.*

Our adjudicator addressed some of these issues and didn't think that British Gas had done anything wrong. Ms G didn't accept our adjudicator's opinion and asked for her case to be reviewed by an ombudsman.

my provisional findings

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

I will address each of Ms G's complaints in turn.

Firstly, Ms G says British Gas' engineer damaged her boiler in 2010 by punching a hole in it. However British Gas sent us evidence to show it has no record of a boiler engineer visiting Ms G in 2010; it only sent electricians and plumbers out to Ms G that year. It doesn't seem Ms G complained to British Gas in 2010 about the damage. Because of the time that has passed, it's hard for me to now investigate this in any detail but based on the information I've seen, it wouldn't be fair to say that British Gas damaged the boiler in 2010.

British Gas doesn't dispute that damage was caused to appliances at Ms G's house in February 2014 and has offered to pay her £300 for this. British Gas said if Ms G could send it information about the make and model of the appliances then it would review its offer. I understand Ms G may no longer have receipts for these items but I don't see why she couldn't have provided British Gas with more details of the appliances if she was unhappy with the offer. I think British Gas' offer for the damage is fair.

I understand Ms G still has problems with her heating. It seems this problem began in October 2014 and British Gas sent engineers to look at the boiler many times since then. Each engineer has said that a powerflush is needed.

The cost of removing sludge or scale from the central heating system isn't covered under the terms and conditions of Ms G's policy. The policy also doesn't cover repairs where the policyholder has been told in the past that a powerflush is needed. This means I can't ask British Gas to carry out a powerflush on Ms G's central heating system free of charge.

I know Ms G has said she had powerflushes carried out twice before. However, British Gas says it hasn't ever done a powerflush and Ms G can't provide evidence from the third party who she says did work, because the engineer has gone into liquidation.

Even if a powerflush was done in the past, this doesn't mean that another one isn't needed now. A number of qualified British Gas engineers have diagnosed sludge in the central heating system – and Ms G hasn't provided any written evidence from an independent engineer to say that British Gas' diagnosis is wrong.

This means I won't be asking British Gas to fix Ms G's boiler and she will need to pay for a private engineer to repair the problem.

Ms G has also mentioned a time when one of these British Gas engineers locked her out of her house, and says this led to her having a stroke. I'm sorry to hear Ms G has been unwell but without medical evidence, it wouldn't be fair to hold British Gas responsible for this.

Ms G replaced her washing machine in 2015 using vouchers British Gas had given her in 2011. Ms G says the only reason the washing machine needed to be replaced was because British Gas' engineer broke the original. British Gas doesn't seem to be denying this but says it increased the contribution of £175 payable under the policy to £500 in recognition of poor workmanship. British Gas also wrote to Ms G on 1 May 2015, offering to pay her another £50 compensation. This seems to add up to more than the cost of the new washing machine. British Gas isn't responsible for Ms G's delays in arranging to buy the new washing machine. Any issues she had with the provider of the new washing machine are also not British Gas' responsibility.

British Gas recently cancelled Ms G's policy and refunded the premiums she paid for the year. I can understand why Ms G is unhappy with British Gas' actions and Ms G doesn't agree with what the engineer says happened. But the decision to cancel the policy is a commercial choice by British Gas and one it is entitled to make under the terms of its contract with Ms G. I can't force British Gas to offer her insurance cover if it doesn't want to do so.

Ms G has also mentioned that British Gas has taken money from her account after cancelling the policy. Before we can consider a complaint about this, British Gas must first be given the chance to look into the problem. I understand Ms G has already contacted British Gas about this issue. If British Gas doesn't sort out the complaint to Ms G's satisfaction then she can bring a new case to us.

As a final point, British Gas sent a letter to Ms G in June 2015 offering to pay her a total of £600 for the issues she has experienced. This £600 includes the offer of £300 for the damaged appliances mentioned above – but doesn't include the £50 offered for the washing machine. Having taken into account everything British Gas and Ms G have told us about the complaint as a whole, I think this offer is fair.

my provisional decision

My provisional decision is I don't uphold this complaint, other than to endorse the offer British Gas Insurance Limited has made to pay Ms G a total of £650 compensation.

developments

British Gas had no further comments to add in response to the provisional decision.

Ms G has provided further comments, including:

- the engineer did damage the boiler in 2010 and she complained at the time, but nothing happened;
- she did provide more details of her damaged appliances, and someone from British Gas visited her home to inspect them;
- she has had three powerflushes – one of them by British Gas – so having another one isn't the solution to the lack of heating and hot water;
- some engineers were able to fix her heating and hot water, but others weren't; the issue was whether they had the necessary skill, not the lack of a powerflush;
- the engineers try to sell products to customers that they don't need;
- she could request medical evidence of her stroke, though there would be a fee for this;
- she bought the replacement washing machine herself, as the vouchers could no longer be used;
- she accepts that British Gas may cancel a contract, but it has to be done properly – hers was cancelled 'on a whim';
- British Gas didn't offer her £600 and in any event that isn't enough to cover all the damage.

my findings

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

Much of what Ms G has said is a repeat of her earlier comments, and she hasn't provided any new evidence in support of her comments. The evidence from British Gas shows it has no record of a boiler engineer visiting in 2010. As I said in my provisional decision, due to the long time that has passed and the lack of any other evidence, I can't say that British Gas damaged her boiler.

British Gas offered what it thought was a reasonable amount for her appliances and invited Ms G to send in more details if she wished to dispute this. I think that was reasonable. Taking into account that these were only small appliances, I think the offer of £300 was appropriate.

Ms G again says she has had three powerflushes, but there are no further details of these. The records from British Gas don't show that it has done this. Even if she had a powerflush carried out by someone else, the advice from British Gas engineers has been that it is needed, and there's no other evidence to contradict that.

I've noted Ms G's further comments about getting medical evidence, but she hasn't provided any. Without evidence showing that she had a stroke due to British Gas' actions, I can't hold British Gas responsible for that.

Ms G says she had to buy the replacement washing machine herself, as the vouchers could no longer be used. As I said previously, British Gas isn't responsible for her delay in finding a replacement, or any problems with the provider of the new machine.

British Gas made a decision to cancel her policy and, as explained previously, I can't force it to offer further cover.

As for the offer of compensation, I've seen copies of letters with the offers of £600 and £50 respectively. I said in my provisional decision that I endorsed the offer to pay a total of £650. British Gas hasn't questioned this. It remains my view that this offer is reasonable. It's for Ms G to decide whether she wishes to accept it.

my final decision

My final decision is that I don't uphold this complaint, other than to endorse the offer British Gas Insurance Limited has made to pay Ms G a total of £650 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 16 December 2015.

Peter Whiteley
ombudsman