

## complaint

Mr T complains that British Gas Insurance Limited mishandled his claim on a home care policy.

## background

Mr T called British Gas for an annual service and some help with parts of his central heating system. He complained that British Gas wrongly refused to do work to get access to a tank.

The adjudicator recommended that the complaint should be upheld. He concluded that British Gas had made a number of visits over a period of time to carry out the repairs. He recommended that - in addition to the £30 already paid – British Gas should pay Mr T a further £120 compensation for distress and inconvenience.

Mr T disagrees with the adjudicator's opinion. He says, in summary, that British Gas misrepresented the terms of its cover.

## 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.

I have seen British Gas policy terms including the following:

*"We include the following in your Agreement:*

*...*

*• For Central Heating Breakdown Cover™ we will cover breakdown repairs for a single gas boiler and controls (shown in red on the diagram on page 4) and breakdown repairs for a single wet (using water) or warm-air heating system, including your expansion tank, pipe work, immersion heater, cylinder and radiators - (these are shown in green on the diagram on page 4) in your Home. Warm-air vents are covered for warm-air units only.*

*• Parts and labour - as long as all the essential working parts are available and the appliance is on our approved list.*

*...*

*• Costs up to £1,000 (including VAT) we would have to pay to get access to your system and appliance to carry out a repair (for example, pipes buried in walls or built-in appliances) and making good. Making good damage caused by gaining necessary access means filling or plastering to make level but does not include any redecoration (this will be your responsibility). We do not include the cost of getting to your appliance if your system is inaccessible due to a design fault.*

*'General Conditions' apply (see section 5)."*

From the final bullet point quoted above, I am satisfied that British Gas ought to have covered the cost of access and making good.

But I accept Mr T's statement that British Gas told him and his wife that it was its general policy to decline to do access work in the city where they (and millions of others) live. I do not condone the approach of British Gas in seeking to disregard its own policy terms in the bullet point quoted above.

But my role is to award redress for the trouble and upset its past actions caused to Mr T.

I accept that – for a few days in the winter - Mr T suffered a lack of heating in one of his main living rooms. He also suffered a waste of his time when British Gas missed an appointment and then took two or three too many visits to resolve his problems with the tank and some radiator valves.

In the end a British Gas engineer was able to fix a valve on the tank without needing to do any dismantling to get access to it.

Overall, I conclude that it is fair and reasonable to order British Gas to pay Mr T – in addition to the £30 it has already paid – a further £120 for distress and inconvenience.

#### **my final decision**

For the reasons I have explained, my final decision is that I uphold this complaint in part. I order British Gas Insurance Limited to pay Mr T – in addition to the £30 it has already paid – a further £120 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr T to let me know whether he accepts or rejects my decision before 16 February 2015.

Christopher Gilbert  
**ombudsman**