

complaint

Mr and Mrs D complain that British Gas Insurance Limited gave them inadequate service under a home care policy.

background

British Gas carried out repairs to Mr and Mrs D's gas cooker. They later complained that British Gas had not told them of a gas supply issue, which Mr and Mrs D say delayed their installation of a more efficient boiler. British Gas sent them a refund cheque for about £120 but they did not accept it.

The adjudicator did not recommend that the complaint should be upheld. She concluded that the refund of about £120 was a reasonable reflection of the failure of British Gas under the policy. She said that it had accepted that its engineer should have undertaken additional checks to determine the underlying cause of the problems with the cooker. But she said there was insufficient documentary evidence that the gas pressure had been low when the engineer undertook the repairs or that the problems at that time were connected with the low pressure identified over a year later.

Mr and Mrs D disagree with the adjudicator's opinion. They say, in summary, that British Gas negligently failed to advise them of low gas pressure. And British Gas offered to refund its premium for each of the two years in full – not just in relation to the cooker, Mr D adds.

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 accept that – about a year after British Gas attended to the cooker – Mr and Mrs D arranged for a different company to do a pre-installation check for a new gas boiler. This identified an issue with low gas pressure – which took some time to resolve.

Mr D says that – in the meantime – the cooker had not been performing well. But the British Gas file does not record any further call-outs for the cooker. So on balance I am not satisfied that pressure had been low for over a year.

I have seen a British Gas note which says:

“Agreed with the customer to refund the money he has paid out in the last 2 years on his cooker cover”.

And this is consistent with its later letter in which it offered a refund of £120.83.

British Gas also said:

“...our Service Manager ... contacted you and apologised on behalf of the engineer and British Gas for the inconvenience caused. [He] has confirmed that in his opinion

he feels the engineers could have done more and carried out further checks to identify the root cause of the issue.

In recognition of the inconvenience caused and as a gesture of goodwill [he] has arranged for a cheque in the sum of £120.83 to be sent you."

But I do not conclude that British Gas accepted that there was a pressure issue when it visited to attend to the cooker. And Mr and Mrs D have provided insufficient other detail to persuade me that British Gas ought reasonably to have identified that issue at that time.

Therefore I am not persuaded that British Gas was responsible for the time which passed before Mr and Mrs D got a better gas supply and had the new boiler installed.

Overall, I conclude that the offer of about £120 was appropriate. I do not conclude that it would be fair and reasonable to order British Gas to pay any more than that.

my final decision

For the reasons I have explained, my final decision is that I do not uphold this complaint. I make no award against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs D to accept or reject my decision before 23 February 2015.

Christopher Gilbert
ombudsman