

## **complaint**

Mr F complains about the service he's received from British Gas Insurance Limited ("BG") under his HomeCare policy.

## **background**

For a number of years Mr F has had a HomeCare 200 policy from BG. This provides him with an annual service visit. His policy year runs from 9 May until 8 May the following year.

In December 2014 Mr F wrote to BG because he hadn't received his annual service visit for the year May 2014 – May 2015. This was due in November 2014 as the previous year's service had been done in November 2013. He was very dissatisfied with the service he was receiving from BG.

BG replied to Mr F and explained that his policy provides for a service each policy year, and usually within 12 months of the last service. It also explained what work is covered by the annual service under the terms of his policy. Mr F thought that the annual services carried out by BG were inadequate, and that he was being "ripped off".

An annual service was arranged for 19 February 2015. Because of Mr F's dissatisfaction, BG says that its engineer was instructed to strip down Mr F's boiler to assure him that it had been well maintained. The engineer also checked the system and the tanks in the loft. Mr F says that this service took about 1 hour 20 minutes and that the engineer told him that this procedure should be followed on every annual service visit. He says that previous service visits had taken at most 15 minutes. So he believes that in previous years he hasn't had a proper service. He says that if previous services had included the checks that a proper annual service should include, they would've detected a blocked overflow pipe on the tank in his loft which had then leaked and caused damage to a ceiling. He'd had to call in a plumber to repair this. But Mr F's been unable to provide any information about when this leak occurred and can't evidence how much he paid to have it repaired.

Mr F wants BG to compensate him for his postal costs in communicating with BG, for his time, for the stress he's had, and for the cost of repairing the damage to his ceiling.

BG's rejected Mr F's complaint and says that the work it did was in accordance with the terms of his policy. It's explained that annual service visits don't normally involve the level of work undertaken at Mr F's February 2015 service. It's referred Mr F to the terms of his HomeCare policy which says what an annual service visit includes.

But BG has acknowledged that there were some service failings on its part in dealing with the investigation of his complaint. It says it's paid him a total of £100 in two payments of £50 but Mr F says he hasn't received either of these payments, and in any event rejects them as inadequate. It's also said it'll consider reimbursing the cost of work done by a third party following his downpipe leak if it would've been covered under his HomeCare policy, and if Mr F can provide a copy of the invoice for the repair cost.

Our adjudicator didn't consider Mr F's complaint should be upheld. She thought that BG had carried out its obligations under the terms of Mr F's policy, and Mr F didn't have any evidence from an independent engineer that the damage from the blocked overflow could've been avoided if his annual service had been done differently. She thought that the £100 compensation BG had offered to pay – but which Mr F has rejected – was reasonable, as

well as its offer to consider reimbursing Mr F's repair costs if they're covered by his policy and if he can provide an invoice.

Mr F doesn't agree with the adjudicator's conclusion and has asked for an ombudsman to review his complaint.

### **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I'm not going to uphold Mr F's complaint and I'll explain why.

Mr F says that the engineer who carried out his service in February 2015 said that the work he did should be done at every service. But having looked at the terms of Mr F's policy, I think it's clear what an annual service visit is supposed to include. It includes:

*"..a check that your boiler, flue and ventilation are working in accordance with legal requirements and regulations, and we will analyse the combustion gases that your boiler produces using a probe where appropriate. We will disassemble your boiler to clean and/or repair it if the tests indicate that this is necessary."*

I've seen BG's records of previous service visits and these haven't disclosed any problems. So I don't think it's reasonable for Mr F to maintain that every service visit should've been as thorough as that undertaken in February 2015, and that because they weren't, BG hasn't fulfilled its obligations under Mr F's policy. Under his policy, disassembling a boiler is only undertaken if tests indicate that this is necessary. I also think it's clear that the requirement to undertake a service visit is satisfied if a visit takes place at any time during the policy year, even though BG attempt to schedule these at approximately 12 monthly intervals.

BG has acknowledged that it didn't investigate Mr F's complaint as well as it might've done and has offered Mr F compensation of £100. I think this is a reasonable sum and is in line with awards made by this service in similar circumstances. So I'm not going to ask BG to pay any more than this. But I will ask BG to ensure that Mr F is provided with current cheques for this sum should Mr F now choose to accept them. I'm also going to require that BG considers Mr F's claim for the cost of the repair of the blocked pipe and the damage this caused if he's able to provide supporting evidence.

### **my final decision**

My decision is that I don't uphold Mr F's complaint. But I do require British Gas Insurance Limited to ensure that Mr F is paid the £100 compensation it's previously offered him, and that it considers any claim, in accordance with the terms of his policy, for the costs he incurred in the repair of the blocked overflow pipe and associated damage if he can provide satisfactory supporting evidence.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 1 March 2016.

Nigel Bremner  
**ombudsman**