

complaint

Mr B complains (through his daughter) that British Gas Insurance Limited did not respond properly under a home care policy.

background

British Gas carried out an annual service in September 2013. But in late January 2014, Mr B's wife was taken ill with suspected carbon monoxide poisoning. He complained about the response from British Gas.

The adjudicator did not recommend that the complaint should be upheld. He concluded that the evidence supplied was inconclusive. But he said British Gas had offered to reimburse Mr B £349.29 – and this was in line with what the adjudicator would have recommended.

Mr B's daughter disagrees with the adjudicator's opinion. She says, in summary, that a British Gas engineer cleaned a filter and admitted to her parents that he should not have done so. Her parents have provided a letter confirming that the engineer cleared a blockage.

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 medical records with a diagnosis that Mrs B had carbon monoxide poisoning.

British Gas sent an engineer the same day she was taken ill. Mr and Mrs B have given details of what happened. I accept their statement that the engineer carried out some dismantling and cleaning. But he then spoke with a manager who told him he should not have done so. And the engineer's job sheet did not mention any cleaning. It said:

“Signs of spillage. Capped off”.

I find it likely that the engineer's initial actions removed evidence and hampered the subsequent investigation. But it was winter and he was dealing with two older people. I find it likely that he was trying to help them.

And the following day, he and a British Gas manager found no blockage and no escape of carbon monoxide. They turned the boiler back on but left a warning notice about some issues.

I accept that British Gas had carried out an annual inspection about four months before. But Mr B has not provided sufficient detail to persuade me that British Gas caused or failed to prevent a leak in late January. I keep in mind my findings about what the engineer initially did. But I do not draw any inference that he was covering up earlier shortcomings of British Gas.

I am not satisfied with the response of British Gas to the correspondence and complaint. And I accept that this caused upset and inconvenience to Mr B. But – in its final response – British Gas confirmed its offer to refund premiums of about £350. I conclude that this is fair and reasonable and in line with what I would otherwise have ordered. I expect British Gas to stand by its offer. But I do not conclude that it would be fair and reasonable to order it to make any further redress to Mr B.

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 B to accept or reject my decision before 7 April 2015.

Christopher Gilbert
ombudsman