

## **complaint**

Mrs C's husband complains (on her behalf) that British Gas Services Limited should refund some of its charges for its home care policy.

## **background**

British Gas HomeCare 200 covers central heating. HomeCare 400 covers, in addition, plumbing, drainage and electrical wiring. Mrs C's husband complains that British Gas charged them for HomeCare 400 instead of HomeCare 200.

### *our adjudicator's view*

The adjudicator recommended that the complaint should be upheld. He concluded that British Gas had not provided enough evidence that Mrs C was aware that the policy had been upgraded from HomeCare200 to HomeCare400. He recommended that British Gas should reimburse the difference between HomeCare 200 and HomeCare 400 for the two years from May 2011.

### *my provisional decision*

After considering all the evidence, I issued a provisional decision on this complaint to Mrs C and to British Gas on 7 May 2015. I summarise my findings:

Mrs C's husband had not provided enough evidence that they were the victims of a "deception" by someone at British Gas.

I found it more likely that British Gas sent letters in 2011 to confirm the cover Mrs C had asked for and the charges it would make - and that it also sent the renewal documents in 2012.

Subject to any further representations by Mrs C or British Gas, my provisional decision was that I was not minded to uphold this complaint. I intended to make no order against British Gas Services Limited.

Mrs C's husband disagrees with the provisional decision. He says that they do not need to claim the small amount of money about which they complain. He says it is more likely that an unscrupulous employee of British Gas invented records.

## **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 Mrs C's husband's statement that – following a previous unsuccessful claim on plumbing, drainage and electrics cover – they only had HomeCare 200 cover before they moved house in early May 2011. I also accept that they were planning extensive building work at the new house.

I have seen a computer-generated copy of a letter from British Gas to Mrs C at her new address dated just after they moved. And – as they had just moved - I find it likely that Mrs C (or her husband) had been in touch with British Gas and given it that address. But British Gas has no call recording of who said what.

The copy of the letter from British Gas includes the following:

*“Thank you for choosing HomeCare 400™ from British Gas...  
Your agreement includes all this:  
• Service and repairs for your central heating system\*  
• Repairs to your plumbing including...drains...  
• Repairs to your fixed electrical wiring system\*  
...  
• Parts and labour included with an excess of £50 per completed repair\*”*

I have also seen a computer-generated copy of a letter from British Gas to Mrs C dated about a week later. It says:

*“Thank you for asking us to change your HomeCare® agreement. We've done as you requested, and your updated agreement will start from 11 May 2011.  
The amount you have to pay has changed too  
As your updated cover includes extra benefits, it will cost you £32.45 more. So, your total annual charge will be £323.80.”*

British Gas has no call recording of any such request from Mrs C.

But I find it likely that British Gas started to take increased payments. And neither Mrs C nor her husband complained at that time.

British Gas says that it sent renewal documents in 2012. And Mrs C's husband accepts that they received renewal documents in 2013. So on balance, I find it likely that British Gas sent them in both those years.

Mrs C's husband complained in the month before the 2014 renewal. He said that – when they moved in 2011 – they did not want HomeCare 400. He says that this was because of their previous unsuccessful claim – and because their planned building works included plumbing and electrical wiring.

But Mrs C's husband has not provided enough evidence to persuade me of his conclusion that they were the victims of a “*deception*” by someone at British Gas.

I find it more likely that British Gas sent the letters in 2011 to confirm the cover Mrs C had asked for and the charges it would make - and that it also sent the renewal documents in 2012.

Therefore I accept that British Gas provided the cover Mrs C asked for. I do not conclude that it would be fair and reasonable to order British Gas to refund any part of what she paid.

### **my final decision**

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs C to accept or reject my decision before 3 July 2015.

Christopher Gilbert  
**ombudsman**