

## **complaint**

Mrs G complains that British Gas Insurance Limited gave her poor service under a home care policy.

## **background**

Mrs G had cover for her central heating, plumbing and domestic appliances. She complained about the service from British Gas.

The adjudicator did not recommend that the complaint should be upheld. She concluded that - while the service it had provided could have been better – British Gas had already paid a fair and reasonable amount to Mrs G.

Mrs G disagrees with the adjudicator's opinion. She says that she had to take time off work for many British Gas visits.

## **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.

### Fridge-freezers

From its records, I see that British Gas took over two weeks to repair the door of Mrs G's fridge freezer. It sent a cheque for £150 and waived the £50 excess. I consider that this was more than fair and reasonable.

It also sent a cheque for £250 towards a replacement appliance. Mrs G has not provided documents to show that it was less than three years old. Therefore I am satisfied that the payment was in line with Section 8.15 of the policy terms as follows:

*“Replacing the appliance.*

*If your appliance is beyond repair, for example because spare parts are no longer available or it is not economical to repair, the following will apply.*

*– If it is under three years old at the time of the breakdown, we will pay 100% of the retail selling price of an appliance of a similar make and purpose to settle your claim.*

*– If it is three years old or more at the time of the breakdown, we will pay 30% of the retail selling price of an appliance of a similar make and purpose to settle your claim”.*

### Dishwasher

I accept that British Gas took over two weeks to repair Mrs G's dishwasher.

It sent a cheque to refund the £50 excess and one month's premiums – about £87 in total. I consider that this is fair and reasonable compensation for the inconvenience it caused.

### Shower

Mrs G has not provided sufficient detail to persuade me that British Gas caused a fault with her shower pump. And I keep in mind Section 8.9 of the policy terms as follows:

*“Plumbing cover exclusions:*

*The following are not included in your agreement:*

*- Repairing or replacing water softeners, shower pumps and mixer valves...all electrical hot water pumps and parts of your water system that are designed to increase mains pressure... ”*

Therefore I do not consider it unfair or unreasonable that British Gas said that the shower pump would not be covered under the policy.

#### Other Issues

Mrs G has made some new points in her complaint and, in my view, has sought to broaden it. I consider that it did not initially include complaints that British Gas damaged a plinth or left her without heating. As British Gas had not had an opportunity formally to respond to those points before she brought her complaint to us, I do not consider that it would be fair for me to make any decision on them in this decision.

#### Conclusion

Mrs G called British Gas on many occasions. Sometimes there were shortcomings in its service. But Mrs G has not provided sufficient detail to persuade me that it caused her to lose earnings. I am satisfied that it has paid her compensation and waived policy excesses. Overall I do not conclude that it would be fair and reasonable to order British Gas to make any further redress to Mrs G.

#### **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 Mrs G to accept or reject my decision before 19 March 2015.

Christopher Gilbert  
**ombudsman**