

complaint

Mr M complains that British Gas Insurance Limited should refund £50 it charged him under a HomeCare policy for his central heating.

background

About five months after its first annual service visit, British Gas fixed a leaking filter by fitting a new seal. Mr M complained when it charged him a policy excess of £50.

The adjudicator did not recommend that the complaint should be upheld. She did not conclude that British Gas was incorrect to charge the policy excess. She was not persuaded that it fitted the same seal twice.

Mr M disagrees with the adjudicator's opinion. He says the engineer fitted a new rubber seal to a two-year old magnetic filter.

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 a welcome letter which says:

*"Your agreement includes all this:
...Parts and labour included in an excess of £50 per completed repair
...An Annual Service visit..."*

The handwritten part of Mr M's complaint form included the following:

"On British Gas engineer's 1st visit he...cleaned the inside of the filter, he did not have a new seal so he replaced the old seal..."

The British Gas engineer's completed checklist on the first service visit contained a tick next to a box asking:

"Magnetic System filter fitted Yes".

And on the same line in a comments box opposite was a handwritten comment:

"Replaced seal".

But I have seen a British Gas screenshot which records:

"FITTED GRAF SEAL"

On balance I accept that – on its first visit - British Gas replaced a graphite seal but not the rubber seal to the magnetic filter.

I accept that the filter seal was found to be leaking five months later. But that fact is not sufficient to persuade me that British Gas ought to have replaced it on the earlier visit.

Overall I do not consider that British Gas treated Mr M unfairly or unreasonably by charging him an excess of £50 when it replaced the filter seal.

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.

Christopher Gilbert
ombudsman