

complaint

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

background

Mrs G complained that British Gas missed appointments and cancelled her cover, saying she was an abusive customer.

Our investigator didn't recommend that the complaint should be upheld. He thought that it was fair that British Gas refunded the premium and offered Mrs G £50 for the inconvenience caused.

Mrs G disagrees with the investigator's opinion. She says, in summary that British Gas damaged her property and she hasn't had heating and proper hot water for three years.

my findings

The Financial Ombudsman Service is bound by the dispute resolution rules of the Financial Conduct Authority. One important rule is that we can't investigate a complaint about matters to which a regulated financial firm gave a final response more than six months before the consumer brought that complaint to us. Another important rule is that we can't usually re-open a complaint after we've made a final decision.

I've seen final response letters from British Gas to Mrs G in 2015 and in November 2016. Comparing what was said then to what Mrs G is saying now, I think she is trying to re-open old complaints about damage and the cancellation of cover in 2015.

British Gas gave final responses to those complaints. I've also seen a final decision in November 2016. Therefore I don't think I have the legal power to look at those complaints any further.

Subject to that important point, I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

In early August 2017 Mrs G contacted British Gas and set up a new agreement. She made appointments for an engineer to visit her property. She complained that the company didn't visit and instead cancelled the agreement.

I keep in mind the terms of the home care agreement. And I don't think that British Gas treated Mrs G unfairly by cancelling the new agreement on the basis of its concerns about some aspects of Mrs G's property and behaviour.

I think it would've been better if British Gas had declined to set up the new agreement. But I'm satisfied that British Gas did enough to make up for this. It refunded what Mrs G had paid and offered £50 for the inconvenience caused.

I've seen a copy of a cheque for that amount and I accept that British Gas sent it to Mrs G. If she hasn't received and cashed it then I expect the company to cancel the cheque and provide her with a replacement. I don't find it fair and reasonable to order British Gas to do any more in response to Mrs G's complaint.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 18 January 2018.

Christopher Gilbert
ombudsman