

## **complaint**

Mr S complains that British Gas Insurance Limited gave him poor service after he took out a home care policy.

## **background**

Mr S had a house and a central heating system which were about four years old. After his boiler broke down, he called British Gas for help under his HomeCare policy. It supplied and fitted a new boiler. Mr S complained that he had paid about £2,800 unnecessarily.

The adjudicator did not recommend that the complaint should be upheld. She did not conclude that British Gas had charged Mr S for carrying out unnecessary work.

Mr S disagrees with the adjudicator's opinion. He says that British Gas did not give him proper information when it sold him a new boiler. It did not tell him that this would involve him paying for a power flush. It did tell him that he would get twelve months cover free - but then charged him over £200, he says.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I have seen a letter from the company which built Mr S's house. I have no reason to doubt its statement that it used mostly non-corrosive pipe and added rust inhibitor in late 2008 (when it finished the house) and again in 2010.

Mr S took out a HomeCare policy in late January 2013.

It is common ground that about two weeks later the boiler was not working when British Gas carried out an inspection. So - despite its age - something had gone wrong with it.

From a bank statement, I see that Mr S paid three invoices totalling about £2,800 in March 2013.

Since he brought his complaint to us, British Gas has offered to refund about £1,375 and to pay £150 for distress and inconvenience. I believe that it made these payments earlier this year. So I will not order it to pay interest on the refund.

The effect of the refund is that Mr S will not have paid for the new boiler. So I do not consider that it would be fair and reasonable to order British Gas to give him twelve months free HomeCare cover.

Mr S will have paid about £275 for a magnetic filter and about £1,100 for a power flush. I accept that British Gas carried out that work because of sludge in the pipes - and that it was not covered by the HomeCare agreement.

And I accept that its offer of £150 is in line with what I would otherwise have ordered British Gas to pay for the upset and inconvenience caused by the shortcomings in its service.

I keep in mind what Mr S will have received. So overall I do not conclude that it would be fair and reasonable to order British Gas to make any further redress to Mr S.

**my final decision**

For the reasons I have explained, my final decision is that I uphold this complaint in part. I order British Gas Insurance Limited (if it has not already done so) to:

1. refund Mr S £1,375.99;
2. pay Mr S £150 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr S to accept or reject my decision before 11 June 2015.

Christopher Gilbert  
**ombudsman**