

## **complaint**

Mr J complains that British Gas Insurance Limited gave him poor service under a home care policy.

## **background**

Mr J had been paying for cover on his gas appliances. He complained after British Gas told him his gas fire was corroded and a replacement part was no longer available.

The adjudicator did not recommend that the complaint should be upheld. He concluded that British Gas had made fair and reasonable offers either to pay Mr J £160 or to fit free of charge a new appliance if Mr J bought one.

Mr J disagrees with the adjudicator's opinion. He says that there was a build up of old soot over several years. A photograph shows a correlation between the profile of the pile of soot and the area of corrosion. British Gas had not removed the pile or reported the corrosion for about five years, 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.

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.

The subject matter of this complaint is an old gas fire. It suffered from corrosion and was not repairable. British Gas offered £160. I do not conclude that this treated Mr J unfairly or unreasonably. I will explain why.

I accept that there had been a build-up of material behind the fire. But – from Mr J's own calculations - I do not find it likely that the material was all soot generated by combustion since British Gas last removed the appliance.

Mr J says the chimney was capped with a cowl. But he also says that his house is over a hundred years old.

British Gas has suggested that the material was a fall of old soot, or of material from which the chimney was made. I find this likely, as there are few other possibilities.

I accept that the depth of material broadly matches the area of corrosion. And I accept that this is an indication that material had been present for some time. But I do not accept that this is evidence that it had been years since British Gas had removed the appliance. I find it likely that an annual clear-out was not enough to keep pace with the build-up of material and corrosion.

And the corrosion was to the back of the appliance. So Mr J's photograph is not sufficient to persuade me that British Gas ought to have reported it before.

Having paid for cover, I do not doubt that Mr J was frustrated that British Gas told him that the necessary replacement part had been unavailable for some years. But the cover was subject to terms

and conditions. Bearing those in mind, I do not conclude that British Gas ought to have told Mr J before – or stopped taking his payments. Mr J had benefitted from annual services to check the safe operation of his appliances.

In its final responses British Gas made alternative offers. First it offered free fitting of any new gas fire Mr J were to buy. Later it offered £160 cash in lieu of free fitting.

I keep in mind that the fire was an old model. I do not consider that it would be fair and reasonable to order British Gas to make any other redress to Mr J – such as paying for a new one.

### **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 Mr J to let me know whether he accepts or rejects my decision before 10 March 2015.

Christopher Gilbert  
**ombudsman**