

complaint

Mr D complains that British Gas Insurance Limited gave him poor service in connection with his home care insurance policy.

background

Mr D lives in an area of hard water. He had a limescale filter attached to his hot water tank. He reported that it was leaking. He complained that British Gas removed the filter and charged him for installing an alternative device. It caused his water to look like milk, he says.

The adjudicator didn't recommend that the complaint should be upheld. She didn't think that British Gas had acted unreasonably.

Mr D disagrees with the adjudicator's opinion. He says, in summary, that - to complete the repair in a satisfactory manner to fulfil the contract – British Gas should've been required to fit a new filter.

my findings

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

The policy didn't cover water softeners or water filters. I find that this meant that the policy didn't cover replacement devices or the labour to install or inspect them.

I don't think British Gas was obliged to check Mr D's filter when it did its initial visit.

As Mr D's filter was leaking in April 2016, British Gas removed it to stop the leak. From what Mr D says, it connected a pipe across the gap where the filter had been. I don't think that was unreasonable.

The policy didn't cover water filters. I don't accept that building regulations obliged British Gas to fit a replacement limescale filter free of charge.

British Gas quoted for an alternative device and Mr D agreed.

After British Gas fitted its alternative in May 2016, Mr D complained about water quality.

He has expressed concern about dry skin. But he hasn't provided enough medical evidence to persuade me that British Gas is responsible for skin issues.

British Gas offered to remove the device it had installed and refund Mr D's payment for it. I think that was a reasonable offer.

I've seen a final response letter addressed to Mr D and dated 8 September.

And around that time British Gas sent him a cheque for £50 compensation for delay in responding.

Mr D sent an email on 11 September. From the timing and content of that email, I find it likely that he had received the final response.

I think that - by its offer to remove its device and by its payment of £50 – British Gas has done enough to try to put things right for Mr D.

Keeping in mind that his water filter wasn't covered, I don't share Mr D's view that it would be fair and reasonable to order British Gas to provide a replacement or to contribute to the labour costs of installing one.

Overall I don't think it would be fair and reasonable to order British Gas to do any more in response to this 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 Mr D to accept or reject my decision before 27 March 2017.

Christopher Gilbert
ombudsman