

## **complaint**

Miss G complains about British Gas Insurance Limited's ("*British Gas*") handling of her claim made under a HomeCare care agreement.

## **background**

I set out the circumstances leading to the complaint and my initial findings on it in my provisional decision of last month. This included the following:

*"Miss G took out a HomeCare care agreement provided by British Gas Services Limited in December 2002. In December 2010 her agreement renewed on to a HomeCare cover insurance policy underwritten by British Gas.*

*Miss G has raised a range of complaints about the service she received from British Gas. These include:*

- *Failure to correctly arrange, and delays in attending for, annual service inspections*
- *Allowing limescale to build up in her boiler*
- *Not telling her it had detected carbon monoxide*
- *Having a rude and arrogant attitude with her*
- *Not fixing a leak from her boiler that had been on-going for several years*
- *Incorrectly recommending a powerflush*
- *The HomeCare agreement being mis-sold to her*

*British Gas initially offered Miss G a deduction of £50 from her premiums in recognition of the annual service issues. It later offered an additional £100 in recognition of missed appointments. British Gas didn't agree it had been negligent in completing repairs.*

*Miss G complained to us. Our adjudicator felt British Gas' offer of £150 was reasonable. She thought British Gas had acted in line with the terms of the policy and didn't agree it should provide Miss G a replacement boiler or a refund of premiums.*

*Miss G didn't agree with the adjudicator. British Gas looked at the complaint again and agreed to offer Miss G £500 on top of the £150 it had already offered. Miss G turned the offer down, so the complaint was passed to me to review afresh.*

## **my provisional findings**

*Our jurisdiction to consider complaints is set out in the Financial Conduct Authority's Dispute Resolution (DISP) Rules. These say, among other things, that we can only consider complaints about "authorised" financial businesses.*

*Before 6 August 2009, neither British Gas Services Limited nor British Gas were regulated and so weren't authorised. This means we have no power to consider any part of Miss G's complaint about events which happened before 6 August 2009, including the original sale of the agreement.*

*But I can look the events that took place from that date onwards.*

*limescale and powerflush*

*During the annual service inspection, British Gas says it would carry out all relevant checks to ensure the safety of the boiler but would only carry out a more comprehensive strip down of the boiler if the readings it took were outside the guidelines. The terms of the HomeCare agreement describe an annual service as a check to make sure the boiler and related items “are safe and in good working order”.*

*The annual service inspection isn’t intended to provide general maintenance or preventative care for the central heating system and I think the policy terms are clear on this. For any problems found during an annual service such as sludge it’s reasonable to expect British Gas to carry out any work necessary that’s covered under the policy; or make appropriate recommendations for work that wouldn’t be covered. But I don’t agree British Gas could be expected to prevent the build-up of limescale or sludge when carrying out annual services.*

*Miss G says that after the powerflush was recommended she later had an independent inspection carried out which confirmed a fault with her boiler wasn’t powerflush related. Instead an air pressure switch needed replacing. I haven’t seen any report from this independent engineer. But even if British Gas had incorrectly recommended a powerflush, I have to consider what loss, if any, Miss G suffered as a result.*

*Miss G didn’t go ahead with the powerflush, so she didn’t lose out on paying for one. After the air pressure switch was recommended to be replaced, I understand British Gas replaced this part in October 2013.*

*Miss G might have paid for the report of the independent engineer but I haven’t seen the report or any strong evidence to show how much it cost to get.*

*boiler leak*

*Miss G says British Gas didn’t fix a boiler leak. The reports sent to us by British Gas show it visited her in April 2011 to do just that. There are no other reports or evidence I’ve seen that show either any leaks were found by British Gas or reported by Miss G after the repair in April 2011. So I don’t think it has failed to act on that basis.*

*Miss G tells us she was left without hot water for 18 months but I haven’t seen enough evidence to show that. Although I’m aware Miss G had problems with her boiler firing up, it doesn’t appear she told British Gas she was without hot water for such a long time.*

*possible carbon monoxide leak*

*Miss G says British Gas didn’t tell her it had found a carbon monoxide leak. British Gas says that it actually recommended a carbon monoxide detector be installed. British Gas’ report of June 2012 says its engineer fitted a new flow switch and cover membrane and advised on a carbon monoxide detector – which Miss G turned down.*

*I haven’t seen any evidence showing there was a carbon monoxide leak. The advice to fit a detector seems to have just been as a safety precaution. I can’t say with any certainty how clear the advice British Gas gave Miss G was. Perhaps it could have been clearer given she was left with the impression there was a leak.*

### *compensation*

*British Gas accepts it delayed Miss G's claim and missed some appointments. Miss G was also unhappy with the customer service she received, saying British Gas' staff were rude and arrogant.*

*In total, it has offered Miss G £650 in recognition of the service she received. Although I can't say for sure how British Gas' staff spoke to Miss G, even if I did think it had been unprofessional, I think the offer of £650 is a fair one.*

*Finally, I don't think British Gas should cover the cost of a replacement boiler. The policy ordinarily wouldn't provide for this in Miss G's circumstances. And I don't think the evidence shows British Gas caused or could have prevented any need for Miss G's to be replaced."*

I asked British Gas and Miss G to send me any more comments or evidence they had before I looked in to the complaint again.

British Gas said it had nothing more to add.

Miss G didn't agree with my provisional decision. She sent in copies of a) some of the checklists completed by British Gas engineers and said they contained very little information; and b) an invoice from 2007 showing work had been done at no charge to Miss G. Miss G said she wasn't lying.

### **my findings**

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

British Gas agrees with my provisional decision so there's nothing from it that would lead me to change my mind about the outcome of the complaint.

To be clear, I don't think Miss G has been lying and that's not why I reached the decision I did. It's more a case of what the available information shows me is likely to have happened.

The invoice from 2007 was before we had any power to look at complaints about British Gas and I don't think this affects my view of British Gas' actions from August 2009 – which is when we can consider complaints from.

I realise Miss G thinks the checklists aren't detailed enough and are merely a tick box exercise, but I believe in this case they are evidence from the time showing what is likely to have happened. And I had already taken in to account the checklists – including those Miss G recently sent in – when I reached my provisional decision.

Having reviewed the complaint in full again, and taking in to account Miss G's response to my provisional decision, I see no reason to change my mind about her complaint now.

**my final decision**

For the reasons given, I've decided to uphold this complaint in part. I require British Gas Insurance Limited to pay Miss G £650 (including the £50 reduction in premiums) in total, as compensation for its dealings with her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 12 November 2015.

Nimish Patel  
**ombudsman**