

## The complaint

Mrs J has complained that British Gas Insurance Limited ('British Gas') failed to sell her an appropriate product when she called to take out cover for her boiler and heating system.

Mrs J is represented in her complaint by Mr J.

## What happened

On 4 January 2023, Mrs J phoned British Gas to request HomeCare cover for a property that she was renting out. In particular she requested "*HomeCare essentials*". She clarified that she wanted a boiler service, and cover for the boiler and controls and full central heating system. The agent advised her that the product she described was called "*HomeCare Two*". During the call Mrs J confirmed the boiler was in working order.

On 17 February 2023, British Gas sent an engineer to the property to carry out a first visit. During that visit, pre-existing faults were identified and British Gas sent Mrs J a quote to get the boiler fixed, which she agreed to pay. The boiler was repaired by 28 February 2023 when it was confirmed to be in full working order.

Mrs J wasn't happy with the service provided by British Gas and complained about having to accommodate multiple appointments while new parts were fitted. British Gas apologised and offered £45 compensation for the inconvenience, which Mrs J accepted. However, Mrs J remained unhappy with the way her complaint had been resolved so referred it to this service.

Our investigator looked into what had happened and issued her view on 23 June 2023 not upholding the complaint.

## What I've decided – and why

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

Having done so, I've come to the same conclusion as our investigator and I won't be upholding this complaint. I will explain why.

Mrs J has complained that British Gas didn't sell her the most appropriate product for her needs. So, I've considered whether the *HomeCare Two* cover was mis-sold and whether British Gas have done anything wrong in relation to this part of her complaint.

As British Gas carried out an information-only sale, not an advised sale, they needed to provide information that was clear, fair and not misleading to enable Mrs J to make up her own mind about whether or not she wanted to take out the cover. I haven't seen anything to suggest that clear information wasn't provided to Mrs J. Rather, her complaint is that she wasn't sold the right product. But, as British Gas wasn't giving Mrs J advice about what product to purchase, this wasn't their responsibility. If Mrs J felt that there was another product that might be better suited for her needs, then it was up to her to consider the

products that were available on the market. In fact, in referring her complaint to this service, Mr J appears to have done this as he assessed the other products offered by British Gas and identified one that he thought would have been more appropriate in the circumstances.

Mr J has also said that British Gas didn't ask his wife when the boiler was last serviced, which he believes they ought to have done. But I note British Gas did ask if the boiler was in working condition, which I think was a reasonable question to ask in the circumstances. If Mrs J hadn't had the boiler serviced for a period of time, then that question would have provided her with an opportunity to share that information with British Gas.

Mrs J has also expressed frustration that British Gas didn't send an engineer to the property for five weeks after she'd taken out the policy, during which time she says the condition of the boiler may have deteriorated. She's also unhappy about British Gas having to attend the property on more than one occasion to carry out repairs to the boiler.

I've considered Mrs J's concerns here and would first note that the boiler was approximately 17 years old when she took out the policy. I don't think it likely the condition of the boiler would have significantly deteriorated during that short time. In any event, I can only ask British Gas to pay compensation for inconvenience due to delays that they are responsible for. In this case I can see that although British Gas asked to set up the first visit on the sales call, Mrs J said that the tenant would need to arrange it for a time that was convenient for her. So, I'm not satisfied British Gas took too long to first visit the property.

I can also see from the job sheet that British Gas' engineers did have to attend the property on a number of occasions within a ten-day period, but I haven't seen anything to suggest that this was unnecessary, or that any avoidable delays occurred in repairing the boiler and heating system during that time.

As I don't think British Gas have done anything wrong here, I won't be asking them to refund any costs to Mrs J.

### **My final decision**

For the reasons given, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 18 October 2023.

Carolyn Harwood  
**Ombudsman**