

The complaint

Mrs D complains that British Gas Insurance Limited charged a fee for repair work that she says it didn't carry out under a home emergency insurance policy.

Mrs D's represented by Mr Y.

What happened

Mrs D took out a home emergency insurance policy in December 2019. As there was an existing fault with her boiler, British Gas booked in a first fix appointment for early January 2020.

British Gas' engineer attended Mrs D's home and carried out some boiler safety and annual service checks. British Gas said the engineer also carried out a repair to a printed circuit board (PCB) and it charged a first fixed fee of £99 for the repair costs.

Mrs D and Mr Y weren't happy with the fee that'd been charged. They told us the engineer had said there was nothing to fix; everything was fine and he hadn't carried out any repairs. They said the paperwork he gave Mrs D after his visit didn't include any repair works. So they didn't feel the fixed fee should be payable. Mr Y asked us to look into Mrs D's complaint.

Our investigator didn't think Mrs D's complaint should be upheld. He thought the policy set out when a fixed fee would be applied. He felt the engineer's paperwork had related to the safety checks he'd carried out rather than the repair. But he was satisfied that British Gas' own records showed that the engineer had repaired a loose connection in a PCB. So he felt it'd been fair for British Gas to charge a fixed fee.

Mr Y disagreed on Mrs D's behalf. They thought that British Gas had tampered with its own job records, given the information that was noted on its records. And they asked why the records showed that the engineer had advised on necessary parts when another engineer had had to come out later to diagnose and fix the boiler issue.

The complaint's been passed to me to decide.

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 think British Gas has treated Mrs D fairly. I'll explain why.

It seems Mrs D took out the home emergency insurance policy in December 2019. British Gas says there was already a fault with the boiler at this point. A first visit was booked in for early January 2020, to carry out safety checks and an annual service and also to investigate the fault. Safety checks and annual services are covered by the terms of the policy, so Mrs D

didn't need to pay a separate fee for those services. But I've looked carefully at the terms of Mrs D's policy to see when a fee may be charged.

The policy explains when an excess or fixed fee will apply. It says:

'Your statement shows how much excess or fixed fee you've agreed to pay each time we complete a repair or replace your appliance; whether

- You report a fault to us*
- You agree to our visit following a fault identified by boiler IQ*
- Or, we find a fault during a first service or annual service.'*

British Gas says Mrs D's fixed fee was £99. This doesn't seem to be disputed by Mrs D. So I now need to think about whether I think it was fair for British Gas to charge this amount for a repair.

On one hand, Mr Y says the engineer said everything was fine and no repairs needed to be carried out. So no fixed fee should apply. On the other hand, British Gas says that its engineer carried out a repair to a loose connection in a PCB. And so it's entitled to charge the fixed fee. I've considered all of the available evidence to decide what I think's most likely to have happened.

Mr Y sent us a copy of Mrs D's paperwork from the time of the visit. This sets out the safety checks and annual service checks the engineer carried out. The paperwork says the engineer advised on age efficiency and parts and that there was no 3am fused spur. But it doesn't mention replacing a connection in the PCB. So I can understand why Mrs D wasn't sure what works, if any, had been carried out.

I've then looked at British Gas' own records of the visit. I can see that the date of the visit and the engineer's name match the details given on Mrs D's own paperwork. This states '*loose connection to PCB*' and that a fixed fee had been charged. I've seen that British Gas spoke to the engineer who confirmed that he'd repaired the loose connection and this was what the charge was for.

British Gas' records also mention a spur which wasn't fixed (which ties-in with information given on Mrs D's job sheet) and that the engineer advised on parts. Again, this tallies up with what's recorded on Mrs D's paperwork. Both of these points seem to relate to potential safety and service issues rather than necessary repairs and this seems appropriate, given the job sheets Mrs D was given concerned the safety and annual service checks.

Based on what I've seen, I think British Gas' notes do tie-in with much of what the engineer recorded on the job sheet. And I haven't seen enough evidence to make me think its records have been edited in any way. I'm satisfied it took reasonable steps to check why the fee had been charged. So on balance, I think it's most likely the engineer did carry out the repair. This means I'm satisfied British Gas was entitled to charge a fixed fee.

I appreciate a second engineer had to be called out a few weeks later due to another fault. But I don't think this means that the first engineer didn't give the advice about parts he noted on both Mrs D's paperwork or British Gas' records. Or that a repair hadn't been carried out. So overall, I don't think British Gas has done anything wrong that it needs to put right.

My final decision

For the reasons I've given above, my final decision is that I don't uphold Mrs D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 5 November 2020.

Lisa Barham
Ombudsman