

The complaint

Mrs D has complained about how British Gas Insurance Limited (British Gas) dealt with a claim under her home emergency policy.

What happened

Mrs D contacted British Gas as her tenants had no heating or hot water at a property covered by a HomeCare policy. British Gas was unable to send an engineer for 10 days, so Mrs D arranged for an independent engineer to fix the issue. The engineer visited a couple of days later and fixed the boiler. He also found an issue with a pipe, which he returned to repair a couple of weeks later.

British Gas then contacted Mrs D because she had cancelled the direct debit for the policy. Mrs D explained she had cancelled it because of the issues with booking the repair. British Gas said it would look at the costs for the independent engineer if Mrs D provided the invoice.

When Mrs D provided the invoice, British Gas refunded the cost of the engineer, but deducted a £60 excess from the payment, as this would have been payable if British Gas had visited.

Mrs D complained to British Gas because she didn't think it was fair to deduct the excess. She also thought her premiums should be refunded.

When British Gas considered the complaint, it paid Mrs D a further £200. This was a £40 payment towards the landlord certificate, as this hadn't been completed before the policy was cancelled, a refund of the £60 excess and £100 compensation for the trouble and upset caused.

When Mrs D complained to this service, our investigator said British Gas had dealt with the issues reasonably and didn't need to do anything further.

As Mrs D did not agree, the complaint has been referred to me.

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 don't require British Gas to do anything further. I will explain why.

Mrs D contacted British Gas to send an engineer. When British Gas was unable to do so within a reasonable timescale, Mrs D arranged for an independent engineer to visit. I can understand that Mrs D had an expectation British Gas would carry out the repair and was unhappy when it was unable to do so. So, I've looked at how British Gas dealt with the issues.

British Gas agreed to refund the cost of the independent engineer's visit. Initially, it deducted a £60 excess. Looking at the policy, there was a £60 excess payable under the terms of the policy. So, I can see why British Gas deducted this. This also put Mrs D back in the position she would have been in if British Gas had sent an engineer. However, I think British Gas acted reasonably by then refunding the excess when it reviewed the complaint, which meant it covered the full cost of the independent engineer's visit.

British Gas also refunded £40 towards the landlord's certificate, as this service wasn't carried out, and paid £100 compensation. However, Mrs D told our investigator that British Gas should pay the full cost of getting the annual service and landlord's certificate carried out by someone else, which cost £150. So, I've thought about this as well.

Mrs D cancelled the policy part way through the policy year. This meant that as the annual service and the landlord certification hadn't been carried out by that point, British Gas was unable to provide those services. As Mrs D had cancelled the policy but still required those services, she had to arrange for someone else to do this. But, I don't think this meant British Gas had to pay for this to happen. I think British Gas refunding £40 of the cost of the landlord certificate and paying £100 compensation was reasonable in the circumstances. In my view, this, along with the other payments made by British Gas, fairly addressed the distress and inconvenience caused to Mrs D.

Looking at what happened and how British Gas tried to resolve the issues, I think it acted reasonably and in line with what I would have said it should do. As a result, I don't require British Gas to do anything further.

My final decision

For the reasons I have given, I don't require British Gas Insurance Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 25 May 2021.

Louise O'Sullivan
Ombudsman