

## **The complaint**

Mr B is unhappy with the service provided by British Gas Insurance Limited (BGIL) during claims he made under his Central Heating insurance policy.

## **What happened**

Mr B had Central Heating cover with BGIL for many years. He experienced several faults with his boiler but, although BGIL repaired them each time, Mr B doesn't think the service it provided was reasonable.

Mr B complained to BGIL about the following points:

- He hadn't received his renewal and contract details.
- His claim wasn't treated as a priority.
- He wasn't given any loyalty incentives.
- BGIL asked for payment of his excess in a threatening tone.
- Overall poor communication and customer service.

BGIL removed a £99 charge so Mr B didn't need to pay an excess fee for a repeat fault, but it didn't think it had done anything wrong in respect of the service it provided.

Our investigator didn't uphold Mr B's complaint. She thought BGIL had carried out repairs in line with the terms of the policy and she didn't think there had been any significant customer service shortfalls.

Mr B didn't agree. He repeated many of his complaint points; in particular he didn't think his concerns about his contract and priority service had been fairly addressed.

The complaint was 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.

While I realise Mr B will be disappointed, I've decided not to uphold his complaint for broadly the same reasons as our investigator. I'll explain.

Firstly, I'm aware that Mr B has a number of concerns about matters such as his energy supply bills and Warm Home Discount. They're matters which he would need to raise with his energy supplier – the company which bills him for the gas and electricity he's used.

Also, there are other issues which Mr B has complained about in relation to regulatory matters. I understand that he's since been given contact details for the Financial Conduct Authority and Ofgem, the relevant regulators for the issues he raised.

So, to be clear, my role is to look at Mr B's complaint about the way BGIL handled his claims, and whether it treated him fairly and reasonably under the terms of his Central Heating cover. While I won't mention every single point or piece of evidence, and our rules don't require me to, I've taken everything into consideration in reaching my decision. I've split the issues into four key headings, for ease.

#### Renewal letter

Mr B says he didn't receive his renewal letter and HomeCare agreement for his 2020 renewal. BGIL provided a copy of the renewal notice, dated September 2020 and addressed to Mr B correctly.

While I understand Mr B doesn't think that's evidence BGIL sent the letter, I have no reason to doubt that it generated and sent the letter showing on its system. Mr B wants proof that BGIL delivered the letter to him. Without sending everything by recorded delivery, BGIL wouldn't have proof, and I don't think it's reasonable to expect it to. It would be prohibitively expensive to track all correspondence sent out in that manner. Mr B hasn't said he didn't receive the letters in previous years, and as a longstanding customer, I think it's reasonable that he would've known the renewal process.

I also note Mr B says he didn't know he was in contract with BGIL and only found out when he reported his boiler fault. But, Mr B reported the fault to BGIL after his renewal date, which suggests that even if not aware his cover had renewed, he must've expected cover to be in place. So, I can't fairly say that he was disadvantaged.

Overall, I'm satisfied that BGIL sent the renewal letter to Mr B and I don't think it did anything wrong here.

#### Priority treatment

Mr B says his boiler has ongoing faults but BGIL hasn't provided a priority service even though he registered as a vulnerable customer. I've looked at the work log and I can see that each time BGIL attended, it left his boiler in working order. But Mr B doesn't seem to be complaining about the actual repairs, rather its delays completing them. I can see that BGIL told Mr B each year at renewal that parts aren't readily available for his boiler anymore, given its age. So, I don't think it's unreasonable that BGIL has taken a few days to complete a repair, having first sourced parts for a boiler more than 30 years old, and I don't think it means BGIL hasn't treated Mr B's boiler fault as a priority.

However, I should point out that BGIL can only offer its priority service to vulnerable customers if it's made aware of their situation. While Mr B says he told BGIL, the references he makes to advice he was given about Warm Home Discount lead me to think that he may have notified his energy supplier rather than BGIL. I understand he's moved his custom to another company now, but if Mr B wants to be registered for priority services, he'd need to let his insurance provider know. Even so, availability of parts for his boiler will still be limited and any future repairs may still take a few days.

Overall, I haven't seen anything here to suggest that BGIL failed to provide the appropriate level of service for Mr B in the circumstances.

#### Loyalty incentives

Mr B complained that, despite having cover with BGIL since his boiler was installed in 1987, he hasn't received any loyalty incentives. I can't require BGIL to offer any sort of loyalty incentive. I can look at whether it has increased the price unreasonably over the years if Mr B renewed automatically, but that's not what he's said. I've looked to make sure that BGIL has told Mr B he may get cheaper cover elsewhere and I can see that it has. So, he was always free to move to another provider if loyalty incentives mattered to him. I can't say that

BGIL has done anything wrong here in offering a renewal price, broadly similar to its published price, without offering any loyalty incentives.

#### Communication

Mr B is unhappy with the way BGIL invites communication from its customers, and he wasn't happy with the tone of BGIL's letter asking for payment of the policy excess.

I don't think it was unreasonable for BGIL to ask for payment of an outstanding policy excess fee, and I haven't seen any evidence of a threatening tone. I know Mr B is unhappy with the methods BGIL uses for communication, and he thinks there should be more options, including emails and template agreements on its website. I can't tell BGIL what to include on its website, and if there are regulatory requirements that's not for me to decide. However, I can see that it does publish a copy of the terms and conditions of its agreements, so I can't say that they weren't available to Mr B. And I haven't seen any evidence that Mr B specifically asked BGIL not to contact him by phone. Therefore, I don't think BGIL has done anything wrong by communicating with Mr B in the way that it has.

Overall, I think that much of what made Mr B unhappy relates to regulatory matters or his energy supplier, and it's not within my remit to address those issues. For the matters that I have been able to consider, here, I'm satisfied that BGIL sent the renewal letter to Mr B, whether or not he received it, and provided a repair service in line with the terms of the policy. I don't think there's anything BGIL needs to put right.

#### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 30 August 2021.

Debra Vaughan  
**Ombudsman**