

The complaint

Mr B complains about the way British Gas Insurance Limited (BGI) handled claims on his Homecare home emergency insurance policy.

What happened

The background to this complaint is well known to the parties, so I've included a summary here.

- Mr B has a home emergency insurance policy which provides cover for repairs to his boiler. The policy is underwritten by BGI.
- In January 2021, Mr B reported a problem with his boiler to BGI and it sent an engineer to fix the issue. He was charged a £60 excess.
- In April 2021, he reported a further problem and another engineer was sent and another £60 excess charged. But it took another five visits over an 11 day period for the boiler to be fully fixed, and this meant for some of the time there was no hot water or heating.
- Mr B complained to BGI about this, explaining that his son's young family had been staying at the property and so this had been particularly inconvenient. He also wasn't happy with the excess fees as he considered the second incident to be a continuation of the first.
- BGI apologised and explained an excess fee was payable each time a claim was made and as these were more than 10 days apart, they were considered separate incidents.
- But it agreed it had taken too many visits for the problem to be solved and because of the inconvenience this caused it agreed to pay Mr B £110 in compensation, waive the £60 April excess and make adjustments to his policy so no more excesses would be charged for the rest of the cover year and reduced the premium by £34.
- Mr B brought his complaint to this Service but our Investigator didn't uphold it as he thought the compensation BGI had offered was fair. Mr B asked an Ombudsman to make a decision.

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.

My role as an Ombudsman at this Service is to say how complaints should be resolved quickly and with minimal formality and so my investigation and decision will focus on what I consider to be the crux of the complaint.

- Having looked at the terms of the policy, I'm satisfied BGI is entitled to charge an excess each time a repair is undertaken. In my experience, this is a common feature in many insurance policies.
- Mr B believes BGI's engineer didn't carry out the first boiler repair correctly or was even incompetent and the second claim was as a direct result of this. I've not been given any evidence to consider which supports this position.
- BGI says the issues were not as a result of something its engineer did, pointing out that the two incidents didn't happen in quick succession and were some three months apart. I've considered the job sheet which shows the engineer replaced worn electrodes in January 2021 and, on the face of it, the work undertaken in April is unconnected to this.
- So while I acknowledge Mr B's view on this matter and can understand how two boiler issues within a few months may appear linked, I've not seen an expert opinion which supports his view or sufficient evidence to persuade me it has merit.
- Given what I've said above, I'm satisfied BGI acted fairly when it treated the two incidents separately and charged two excesses.
- BGI acknowledged it took too many visits to fix the problem and this caused Mr B inconvenience. I agree with this although I do acknowledge parts had to be ordered on a number of occasions and this necessitated some of the further visits. But that doesn't detract from the inconvenience Mr B experienced due to the repeated visits and the intermittent lack of heating and hot water over the time period in question.
- One of Mr B's main concerns was his son's young family were at the property at the time and the impact the lack of hot water and heating and the inconvenience of repeated visits had on them. I know he didn't think BGI prioritised the initial April 2021 repair but for the reasons explained by our Investigator I'm satisfied it did.
- I should be clear, the awards this Service makes aren't designed to punish or fine a business but to reflect the impact of its actions or poor service on its customer. In this case, my assessment of any award is limited to the impact BGI's actions had on Mr B as the policyholder. I can't take into account the impact on anyone else who was at the property at the time.
- Having considered everything very carefully, and for the reasons I've explained above, I've concluded the offer of compensation and the actions undertaken by BGI are a fair and reasonable way for BGI to recognise the impact on Mr B. So I won't be asking BGI to do anymore.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 26 July 2022.

Paul Phillips
Ombudsman