

The complaint

Mr I is unhappy that British Gas Insurance Limited (BG) charged him a policy excess for work he considered an extension of some earlier work.

What happened

Mr I had home emergency insurance underwritten by BG. He claimed under the policy after experiencing leaks from his radiators.

In summary, Mr I had four visits by BG's engineers. BG charged a £60 excess for each visit in line with the policy. BG waived the charges for two visits because of the time taken to replace a leaking radiator and for the inconvenience of having to reattend to fit a correctly sized radiator. Mr I paid the excess for repair of a leaking tap. However, he didn't agree with the invoice (ending 369) for installation of his hallway radiator. Mr I paid it in dispute.

BG was unable to source a correctly sized radiator for Mr I's hallway, so it fitted a different size as a temporary measure. Mr I bought the correct size and BG agreed to refund the purchase price.

Mr I was unhappy with the time BG took to complete the work and the inconvenience it caused. BG offered £70 by way of apology, but Mr I didn't think that was enough.

Briefly, our investigator upheld Mr I's complaint and recommended that BG pay a total of £200 compensation. She also said BG should reimburse the cost of the radiator as previously agreed. However, our investigator thought BG charged the disputed excess fairly because BG completed additional work.

BG accepted the recommendation, but Mr I didn't think the disputed excess was valid because it was for the same work as the first, waived excess. He also said BG hadn't reimbursed the radiator cost, and he thought it should pay interest.

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.

I've decided to uphold Mr I's complaint for broadly the same reasons as our investigator gave, but I won't be asking BG to do any more than we have already proposed. I'll explain why.

As three of the invoices aren't in dispute, I'll focus on the disputed excess.

Mr I doesn't think it's reasonable for BG to charge the excess. My understanding of his complaint is that BG didn't complete a full and lasting repair on its first visit, so further damage happened to the radiators. When it sent engineers for repeat visits, Mr I thinks they should've been classed as part of the original claim. He doesn't see why BG should now be able to charge him the excess because the same shortfall which prompted BG to waive the excess in the first place still applies.

So, I've thought about whether it's reasonable to class the work relating to invoice 369 as a completely unrelated issue, therefore attracting an excess fee. I think it is for the following reasons:

- During the visit, BG replaced the bedroom radiator which wasn't part of the original claim.
- Although Mr I said BG over pressurised the system, causing the radiators to leak and therefore causing him to need a further repair, there's no evidence to support that.
- BG confirmed that the normal pressure for a boiler is between 1 and 1.8 bars. So, if set to 1.5 bars, it wasn't over pressurised and shouldn't cause leaks.
- BG also confirmed that the boiler has safety features which prevent the system from becoming over pressurised.

The evidence indicates that invoice 369 included work completely unrelated to the original claim for the hall radiator – that is, installation of a bedroom radiator. Therefore, I think it's fair and reasonable in the circumstances that BG charged an excess fee for the new part of the claim.

Mr I was unhappy that BG hadn't reimbursed the cost of his hall radiator. He has since confirmed that BG made the payment to him. As this part of the complaint is resolved, I see no benefit in addressing it any further.

Mr I hasn't commented on the compensation proposed. Nevertheless, I've thought about whether it's reasonable in the circumstances and in line with what I'd have required if BG hadn't already agreed to pay. In light of the time it took BG to fix the leak and repair or replace the radiators, and for the service shortfalls it acknowledged in its final response, I'm satisfied that £200 compensation is fair and reasonable.

My final decision

For the reasons given above, my final decision is that I uphold Mr I's complaint and British Gas Insurance Limited must:

- pay Mr I £200 compensation for the delays and service shortfalls in handling his claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 19 July 2023.

Debra Vaughan
Ombudsman