

## The complaint

Mr B is unhappy British Gas Insurance Limited charged a £99 excess for a repair made to his boiler under a boiler care policy.

## What happened

The full details of the complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on providing my reasons for my 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.

Having done so, I agree with the conclusion reached by the investigator for the following reasons:

- The policy says, *"Excess or fixed fee Your statement shows how much excess or fixed fee you've agree to pay each time we complete a repair or replace your appliance whether: you report a fault to us..."*.
- Mr B has said he thinks the cost of the repair would have come to less than £99 so he should not have had to pay that amount. However, while I agree principally the cost of the part wouldn't have, this doesn't factor in other costs such as the engineers time, experience, call out charge etc that would usually be factored in. However, putting that aside, that isn't how the policy works that Mr B has taken out.
- While termed an excess, my understanding of the policy Mr B agreed to was that it provided an annual service for the boiler and, should any repair be needed, he will only be charged £99. So, the policy does not work in the same way as Mr B has suggested a claim under a motor insurance policy would be handled. Where the excess in that instance is a self-insured amount which a claim cost would have to exceed before the insurance policy will provide cover.
- Mr B has pointed out that the service sheet provided by the engineer did not list any chargeable work in the appropriate box. However, I see in the box next to it under *"Other comments"* it says *"Repaired leak on cold water inlet + test. All OK"*. I'm satisfied from the information available to me that Mr B notified British Gas of a leak and that the engineer repaired this prior to conducting the annual service of the boiler.
- Having considered everything, I'm satisfied Mr B was correctly charged the excess for the repair in line with the terms and conditions of the policy.

For these reasons I do not uphold this complaint.

**My final decision**

My final decision is that I do not uphold Mr B's complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 21 July 2023.

Alison Gore  
**Ombudsman**