

## **The complaint**

Mr V complains British Gas Insurance Limited ("BG") hasn't met its obligations under his Homecare home emergency policy.

## **What happened**

BG is the underwriter of this policy, i.e. it's the insurer. Part of this complaint concerns the actions of its agents for which BG has accepted responsibility. Any reference to BG includes the actions of its agents.

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

- Mr V is a landlord who owns a number of properties which are rented out to tenants. He has a BG Homecare home emergency policy which provides cover for a number of risks in the properties including plumbing and drains cover, gas appliance checks and landlord safety checks.
- He was unhappy with the service he received from BG under this policy and complained about a number of issues which BG responded to in a final response letter.
- He was unhappy BG hadn't identified a problem with the cooker hood in one of the properties sooner and it had cost him £190 to have the problem fixed by a private contractor. BG subsequently let him know that while the hood didn't fully meet the install standards of the manufacturer, this didn't present any danger. But it did offer to reimburse Mr V on provision of an invoice but this hadn't been received. It later changed its position and now has said it will not cover this cost.
- Mr V also thought the magna filters at three of his properties hadn't been cleaned as part of the annual service visit and he had paid for this to be done privately. BG offered to refund the costs Mr V incurred at two of the properties on provision of an invoice. At the other property it said it said the magna filters had been cleaned and there was no evidence to show otherwise.
- Mr V remained unhappy and raised a complaint with this Service. Our Investigator said that he thought BG's communication led Mr V to believe he needed to address the issue with the cooker hood, so he said it should pay Mr V £200. There remained some confusion over the reimbursement of the third-party magna filter cleaning but the Investigator confirmed BG was still happy to consider these for the properties on provision of the appropriate invoices and he thought this was a fair resolution.
- Mr V accepted the Investigator's findings but BG didn't so the case has come to me for an Ombudsman's 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.

### *The cooker hood*

- I've considered the report left by the BG engineer following the inspection of the cooker hood. This says "*Appliance safe? No*".
- While BG subsequently said there was no danger from the issue with the cooker hood, I think the information in its report reasonably led Mr V to believe he needed to take action. While it may say subsequently this wasn't a danger, this isn't the impression the report gives so I'm satisfied its communication around this was not sufficiently clear. As a result Mr V incurred costs that he would have otherwise avoided.
- I'll be keeping this in mind when deciding on an appropriate award.

### *The magna filters*

- I've not seen enough evidence to safely conclude whether the magna filters have been cleaned in line with the policy terms – Mr V says they haven't, BG says they have but there's little in the way of substantiating evidence.
- BG has said Mr V declined to provide copies of the invoices for the cleaning of the magna filters. It has confirmed it's still happy to consider the reimbursement of the third-party costs if Mr V provides this evidence.
- I think that's fair in the circumstances and I'll leave it to Mr V to pass copies of these onto BG for its consideration if he wishes.

### *Overall*

- Taking everything I've said above into account and in order to bring a conclusion to this matter, I think BG should pay Mr V £200. This takes into account the costs Mr V incurred and the distress and inconvenience BG caused him.

## **My final decision**

My final decision is that I uphold this complaint and direct British Gas Insurance Limited to pay Mr V £200 for the distress and inconvenience it caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 15 September 2023.

Paul Phillips  
**Ombudsman**