

The complaint

Mr D is unhappy with the service that he received from British Gas Insurance Limited ('BG') when a fault was discovered with his boiler during the annual boiler service and gas safety certification under his HomeCare insurance cover. In particular, Mr D wasn't asked to give advanced authorisation for a repair under the policy, which went ahead despite him asking BG not to. And he said that BG's engineers also hadn't previously identified a problem with the wiring to his thermostat, that he thought should have been covered by his policy but wasn't.

What happened

The parties are familiar with the background to this complaint, so I won't set that out in detail again here. But in summary:

- In September 2024, Mr D had an annual service on his boiler. After discovering a fault, the engineer arranged a breakdown appointment under the insurance provisions of Mr D's BG cover, and a repair was carried out the next day.
- But BG's engineer failed to contact Mr D in advance of arranging to attend to replace the boiler cabinet - which was damaged. A £60 excess was payable under his policy for repairing the damage and no prior approval or payment was obtained from Mr D before the repair was done. This was also despite Mr D contacting BG's online chat service, during which conversation he refused to allow the repair before he knew what was needed.
- BG's chat service referred Mr D to another BG department, although when he tried to telephone it shortly after, it was closed. The chat service employee didn't tell Mr D about its opening hours.
- After BG did the repair to the cabinet, despite Mr D having said he didn't want this, it sought to charge him his policy excess. And whilst the engineer was there, Mr D's tenants also requested that he investigate why they needed to have the heating on for their hot water to work. The engineer identified that when the thermostat had been fitted by a third party, it had been wired incorrectly. He provided a quotation for fixing this as it wasn't covered under Mr D's policy, the problem having pre-existed the contract of insurance.
- Mr D is concerned that BG's engineers have attended annually for 3 to 4 years prior to this visit and have never identified the problem with the thermostat.

BG considered Mr D's complaint and upheld it. It said that the repair shouldn't have gone ahead without Mr D's consent and that its chat service operator should have cancelled the appointment for the following day. However, it thought that the work needed to be carried out anyway as it was a safety issue that would otherwise have required the boiler to be capped off and declared dangerous. It cancelled the £60 excess charge that would otherwise have been due and paid Mr D £50 compensation for the distress and inconvenience he'd been caused. It said that the thermostat wiring wouldn't have ordinarily been checked during an

annual boiler service and the problem was only identified as a result of the tenants raising it as an issue.

Our investigator thought that the outcome reached, and the compensation paid by BG was fair and reasonable. So, she didn't uphold Mr D's complaint. Mr D didn't agree and requested an Ombudsman's decision. The matter has therefore come to me for review.

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 read the file, I can completely appreciate why Mr D was upset about the way BG handled this incident. The problem appears to have stemmed from the engineer not seeking prior approval from Mr D as policyholder, and then the chat service agent not properly engaging with what Mr D was saying and advising him to contact a team that had already gone home. If the chat agent had cancelled the appointment for the following day, then it's likely this miscommunication could have all been sorted out relatively easily.

But that didn't happen, and Mr D was left not knowing what repair was needed to his boiler for which a £60 excess had been requested. Mr D was also abroad at the time, so was left having to deal with this late into the evening, only the next day to find out that the engineer had attended and carried out the repair anyway.

BG have acknowledged the failings their end and have waived the excess payment on the policy and paid him £50 compensation. Like our investigator, I consider this to be fair and reasonable compensation, so Mr D may be disappointed to hear that I won't be requiring that BG do anything more. That doesn't mean his original complaint was without merit. But BG has already done what I'd have expected of it. I'll explain why.

I appreciate that Mr D was left in the dark about the problem with his boiler. He had to complain and raise a subject access request to fully understand what had gone wrong. This must have been very frustrating. The problem had been with the boiler cabinet, which required a repair. It's not clear how the cabinet became damaged, and Mr D has said that the only ones who had removed it had been BG. But damaged it was and BG has told us that this would have been a safety issue that, if not fixed, would have required them to cap off the boiler and mark it as dangerous. I have no reason to doubt this.

So, a repair was needed, and this was done the following day, despite Mr D not having pre-authorised it. Whether or not his tenants gave the engineer permission, even though not told by Mr D that they could, I do not know. But the engineer should have pre-authorised the excess with Mr D as policyholder first anyway – and he didn't. But the work has been done at no cost to Mr D. So, despite this understandably having been very annoying, he hasn't lost out financially as a result.

The tenants requested that the engineer look at the thermostat. This had been fitted by a certified third-party electrician back in 2017. So had been in place for some time, although no-one appears to have noticed the problem with the heating having to be on for the hot water to work before now. I don't know the technical details of the problem, so can't really comment on why this may have been. But BG's engineer says that the thermostat has been installed incorrectly. Mr D contacted the installer, who said that their electrician was very experienced and wouldn't have improperly installed it. But as far as I know, they have not been back to Mr D's property to check.

So, the only evidence I have of what has caused the problem with the hot water is from BG's

engineer. I therefore have no reason to doubt this, given he's the only one that has seen the thermostat and its wiring recently. Mr D's policy does cover repairs for boiler controls, but that doesn't include anything that was pre-existing before the insurance commenced. Here, it appears this is a problem with the original installation. So, I agree that it's excluded from the policy cover. However, if Mr D were to provide professional evidence to BG that the problem was a new fault with the control system, rather than down to its original installation, then I would reasonably expect it to consider this again.

Given the poor customer service that Mr D experienced, if it had not already, I would have asked BG to compensate him for the distress and inconvenience that this caused. When deciding what compensation to award, I must look at the effect that this had on Mr D personally. And I must look at this in terms of the immediate period relating to the matters complained of and not the complaint journey that he went on with BG afterwards.

Mr D had to follow up with BG's chat service, was given incorrect advice, and had to follow up on a repair that was undertaken without his authorisation. This will not only have been frustrating, but also time-consuming for Mr D. He was abroad, so was doing this late into the evening. As I said above, the repair would have been needed anyway, so the £60 excess would ordinarily have been payable. BG has also paid Mr D £50, so that's effectively compensation of £110. This is reasonable in the circumstances and reflects the degree of upset and inconvenience caused to Mr D. Neither he nor his tenants were without heating or hot water, like we sometimes see in complaints like this. And whilst clearly frustrating, the problem itself (as opposed to the complaint journey afterwards) was relatively short-lived.

My final decision

It's my final decision not to uphold this complaint. The compensation paid by British Gas Insurance Limited was fair and reasonable in the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 7 May 2025.

James Kennard
Ombudsman