

The complaint

Mr P complains British Gas Insurance Limited (British Gas) has charged him an excess under his Homecare insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

Mr P holds a Homecare insurance policy with British Gas. In January 2025 British Gas's engineer visited Mr P's property to carry out his annual service on his boiler. Following this visit British Gas contacted Mr P to say he owed his policy excess of £60. Mr P said he questioned this and was told the engineer had carried out a repair to his boiler. Mr P subsequently raised a complaint as he said no evidence of a repair had been provided.

On 23 April 2025 British Gas issued Mr P with a final response to his complaint. It said a leaking condense elbow was replaced by its engineer and so a policy excess was chargeable in line with the terms of his policy. Mr P referred his complaint to this Service.

Our Investigator looked into things. He said he was more persuaded by the testimony of Mr P and so British Gas should refund his £60 policy excess.

British Gas didn't agree with our Investigator. It said it believed its engineer had taken all reasonable steps to investigate and document the fault he found during the annual service. It said its engineer evidenced on the job report that he found a fault and spoke to Mr P to gain consent to repair it.

As an agreement couldn't be reached the complaint has been 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 want to acknowledge I've summarised Mr P's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focused on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr P and British Gas I've read and considered everything that's been provided.

I can see that Mr P's policy with British Gas included a £60 excess. And the terms of the policy are clear that the excess is payable each time a repair is carried out, including when the fault is identified by British Gas during an annual service.

British Gas has provided notes from its system which say the engineer replaced a leaking condense elbow and consent for this repair was provided by the customer. It has also provided an email from the engineer's manager who said the engineer only raised additional jobs when he needed to.

Mr P has said he was at his property the entire time the engineer visited and at no stage did the engineer make him aware of a repair being carried out. He said he was given one physical copy of the job report which he has provided to this Service. On this report there's no mention of any parts being fitted or ordered and the section to note whether a policy excess applies has been left blank.

Mr P was also sent two electronic job reports to his email following the engineer visit. The job reports are identical except one says a policy excess applies and the other says it doesn't. The job reports have space to enter details about parts fitted or ordered, alongside any chargeable work or other notes. All of these sections of the job sheet have been left blank. British Gas has said the ability to email job reports is a new one, and its system didn't transfer the data input by its engineer onto the job reports.

Based on the evidence provided I'm not persuaded British Gas has been able to demonstrate its engineer carried out a repair to Mr P's boiler. Whilst I acknowledge a repair is noted on its internal system, there's no further evidence of this repair being carried out. As mentioned, Mr P has said he wasn't made aware of a repair, nor is there any information about this repair on any of the job sheets provided. Ultimately, I think if British Gas are charging an excess, the onus is on it to demonstrate it carried out a repair, and I don't think it has done so sufficiently here.

So, in all of the circumstances I consider it reasonable for British Gas to refund Mr P's policy excess of £60. It should also pay 8% per year simple interest on this refund calculated from the date Mr P paid his excess to the date it is refunded to him.

My final decision

For the reasons I've outlined above I uphold Mr P's complaint about British Gas Insurance Limited. I require it to:

- Refund Mr P his £60 policy excess.
- *Pay 8% per year simple interest on this refund calculated from the date Mr P paid his policy excess to the date it is refunded to him.

*If British Gas Insurance Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr P how much it's taken off. It should also give Mr P a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 19 March 2026.

Andrew Clarke
Ombudsman