

The complaint

Mr and Mrs T have complained about the way British Gas Insurance Limited handled a claim they made under their home emergency insurance policy.

Reference to British Gas includes its agents and representatives. As Mr T has primarily dealt with things, I'll refer to him on behalf of Ms T for simplicity.

What happened

The circumstances of this complaint aren't in dispute, so I'll summarise the main points:

- Mr T booked an annual service in July 2023. Before that could take place, the boiler broke down and he got in touch with British Gas. It replaced some parts.
- In December 2023, Mr T reported a problem with the boiler, following which British Gas carried out repairs to put the problem right.
- Mr T complained to British Gas. In summary he said:
 - The annual service had been delayed. If it hadn't been, the boiler wouldn't have broken down in July 2023, as the annual service would have identified and resolved the problem before the breakdown. And a 'repair' visit wouldn't have been recorded on the policy, only an 'annual service', so the policy premium wouldn't have been impacted.
 - The problems in December were the same as those in July. And the nature of the damage to the parts suggested they weren't replaced effectively in July. So the December problems were caused by ineffective repairs in July. This caused Mr T avoidable distress and inconvenience, the cost of a hotel stay, and two more 'repair' visits to be recorded on the policy unnecessarily – which impacted the policy premium further.
- British Gas said it acted fairly in relation to the repairs. However, it offered £50 towards an electric heater it says it should have provided in December 2023. It didn't agree to pay for the hotel stay. It agreed a visit in May 2024 in connection with the complaint was wrongly recorded as a 'repair' and wouldn't impact the premium at the 2024 renewal.
- Separately, Mr T contacted British Gas, and it agreed to reduce the December 2023 renewal premium by around £200, to just under £400. And it later agreed to reduce the December 2024 renewal premium by around £100, to just over £500.
- Mr T referred his complaint to this Service. He expressed dissatisfaction with the way the complaint had been handled between December 2023 and September 2024. He asked for compensation, including £100 for the hotel stay, amendments to the policy records and reduced premiums.

- I made a decision about the extent to which we could consider this complaint. I found we could consider this complaint insofar as it relates to the annual service, July 2023 repairs, and December 2023 boiler problems. We can't consider complaint handling.
- As a result, I won't be able to consider the points Mr T made about how long it took British Gas to answer the complaint, the way it went about the complaint investigation, or the way it communicated during the complaint process. Nor will I be able to consider the £250 compensation offer British Gas made in response to this.

My provisional decision

I recently issued a provisional decision in which I said:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

- When considering what's fair and reasonable in the circumstances I've taken into account relevant law and regulations, regulators' rules, guidance and standards, codes of practice and, where appropriate, what I consider to have been good industry practice at the time. Whilst I've read and taken into account everything said by both parties, I'll only comment on the points I think are relevant when reaching a fair outcome to this dispute. That's a reflection of the informal nature of this Service.
- In summary, there are three main complaint points we can consider. I'll consider each in turn. They are as follows:
 - Annual service
 - July 2023 repairs
 - December 2023 boiler problems

Annual service

- In summary, Mr T has complained that the annual service was delayed. And, as a result, this had a negative impact on him:
 - It meant the problem which caused the July 2023 breakdown wasn't identified and put right before the problem arose.
 - It also meant a 'repair' visit was wrongly added to the policy record, which contributed to a premium increase.
- Mr T booked the annual service in late June 2023. The first date British Gas could offer was around a month later. The boiler broke down in early July 2023, around two weeks after the service was booked and two weeks before the service was due to take place.
- The policy says an annual service "may be more or less than 12 months after your last service visit" and says it aims to complete most services in the summer. It doesn't set out any other expectations about the timescale for a service.
- British Gas says the timescale for the annual service booking was reasonable. At the time of the booking, there was nothing to suggest there was a problem with the boiler or that British Gas should otherwise prioritise the booking. As a result, I consider a month was a reasonable timescale in the circumstances.

- That means I don't think British Gas delayed the annual service. So I don't think it would be reasonable for me to hold it responsible for not identifying the boiler problem before it arose.
- When British Gas visited to attend to the boiler breakdown, it also carried out the annual service. As a result, it recorded both an 'annual service' and a 'repair' on the policy record. Given it carried out both of these services, I think it was reasonable for British Gas to record both.
- As a result, both services contributed to the premium at the 2023 renewal. I'm satisfied British Gas was entitled to take both into account as they were reasonably recorded. I note it nonetheless later reduced the premium by around £200. I don't think it needed to do this, so the reduction treated Mr T favourably.

July 2023 Repairs

- In summary, Mr T has complained that British Gas didn't carry out the repairs effectively – and this caused or led to the boiler problems in December 2023. And, as a result, this had a negative impact on him:
 - Avoidable distress and inconvenience
 - The cost of a hotel stay
 - Two more 'repair' visits wrongly added to their policy record, which contributed to a premium increase.
- There's been a great deal of discussion about this point. Whilst I've read and considered it all, I won't be commenting in the same level of detail. I'll focus on the points I consider to be key when reaching and explaining my decision. That reflects the informal nature of this Service.
- In short, British Gas says it acted fairly when it carried out repairs in July 2023. So it isn't responsible for the December 2023 problems or any associated negative impact on Mr T. Whereas Mr T says otherwise.
- This Service is impartial and independent. It's not my role to act as a boiler engineer or similar. It's to weigh up the evidence presented by both parties and decide what's likely to have happened, on the balance of probabilities, in the circumstances. In matters where professional knowledge and experience is relevant, I'm usually likely to be more persuaded by evidence provided by a relevant professional.
- British Gas has provided evidence to support its position from its engineers. One engineer carried out repairs in July 2023 and another carried out repairs in December 2023. Their notes say, in summary:
 - July 2023: Replaced faulty electrodes. Boiler checks all ok.
 - December 2023 visit 1: Electrodes melted, heat exchanger leaking combustion products, door seal damaged, parts ordered.
 - December 2023 visit 2: Removed heat exchanger, replaced seals, fitted new burner and combustion door, all checks passed.
- The engineer who carried out repairs in December 2023 was asked to provide further comments about what they found at that time. In summary, they said:

- There were multiple issues with the boiler. It was hard to know what caused the boiler to fail due to multiple issues.
 - If the boiler had failed when the electrodes were replaced in July 2023, the engineer would have found a fault at that time.
- I understand this to mean the first engineer replaced the electrodes in July 2023 and the boiler was working for nearly five months until December 2023. At that time, there was again a problem with the electrodes, as well as other problems. The second engineer didn't establish a cause of the later problems. But they didn't think the later problems were caused by the work carried out in July 2023. They also thought the first engineer would have been alerted to a further problem if replacing the electrodes alone was insufficient to resolve the problem.
 - Mr T has explained why he thinks the later problems were caused by the work carried out in July 2023. He says the electrodes had melted at that time, and were replaced, but British Gas didn't go further and investigate why they'd melted. If it had done, it would have found the damaged seal which was later found in December 2023. It's not in dispute that the second engineer found the seal was 'completely disintegrated' at that time.
 - Mr T says the second engineer spoke to him in December 2023 and said the damaged seal was the root cause of the problem in July 2023. He also says the seal could have been damaged *and* not show a fault with the boiler. It would only show a fault once the damaged seal had led to the electrodes melting. So replacing the electrodes alone in July 2023, which is what happened, meant the boiler would fail again once the damaged seal caused the replaced electrodes to melt.
 - Based on Mr T's comments, he seems to have in depth understanding of how a boiler works. But I haven't seen any professional opinion to support his position.
 - I think the crux of this complaint point is how far British Gas should have gone when carrying out repairs in July 2023. It replaced the electrodes – but should it have investigated why they melted, and checked the seal? British Gas says it had no reason to at the time, based on the testing done by the engineer. I haven't seen any professional opinion to the contrary.
 - So, whilst in hindsight it may have been preferable for British Gas to have investigated further, I'm not persuaded it had good cause to do so at the time. And, even if it had, it's not clear that would have led to further repairs which would have avoided the December 2023 problems.
 - Overall, I'm satisfied British Gas acted fairly in relation to these repairs.
 - Whilst British Gas carried out two visits in December 2023, only one 'repair' was added to the policy record. So the second visit didn't impact the premium. I think this is reasonable, as British Gas provided a repair under the policy, and the second visit was part of that single repair.
 - As a result, the repair contributed to the premium at the 2024 renewal. I'm satisfied British Gas was entitled to take it into account as it was reasonably recorded. I note it nonetheless later reduced the premium by around £100. I don't think it needed to do this, so the reduction treated Mr T favourably.

December 2023 boiler problems

- Mr T has asked British Gas to pay £100 for the cost of staying in a hotel for one night in December 2023, after the boiler problems arose.
- British Gas said it wouldn't pay for hotel costs but would pay £50 for a heater.
- The policy covers alternative accommodation if the home is unfit to live in as a result of the boiler catching fire or exploding. That didn't happen in this case. So there's no cover under the policy for the cost of the hotel stay.
- The policy doesn't cover the cost of providing a heater or similar. But I understand this is something British Gas may choose to do where the heating system isn't working. It says it should have done so in this case and, as a result, has offered Mr T £50 to cover the likely cost of a heater.
- In the circumstances, I'm satisfied the offer of £50 is fair and reasonable.

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.

- British Gas didn't respond to my provisional decision.
- Mr T disagreed with my provisional decision and set out his reasons for doing so in detail. In summary, the main points Mr T made are as follows:
 - British Gas should have gone further when carrying out repairs in July 2023, based on the boiler manufacturer's instruction manual.
 - He's been honest and consistent throughout, including when providing evidence, such as comments and recollections.
 - On the contrary, British Gas has "knowingly and deliberately lied and claimed a fabricated false version of events" in order to avoid taking responsibility for the first bullet point. This is supported by significant changes to British Gas' position over time.
- Whilst I've read and taken into account everything he's said, I'll only comment on the points I think are relevant when reaching a fair outcome to this dispute. That's a reflection of the informal nature of this Service. It means I won't respond to each and every point he made.
- I'll start with Mr T's second point. There's no suggestion he's been dishonest or inconsistent at any time. I have no doubt the evidence he's provided is authentic and the comments he's made are a genuine reflection of his opinions and recollections.
- I didn't find in British Gas' favour because I didn't believe Mr T – I did so because British Gas' position was supported by professional opinion and Mr T's wasn't. Given my role isn't to act as a boiler engineer or similar, I found the opinion of relevant professionals the more persuasive evidence in the circumstances.
- Moving on to Mr T's third point, I haven't seen any evidence to suggest British Gas has acted inappropriately. Without evidence to show it's lied, falsified evidence, or otherwise acted dishonestly, I take its evidence at face value. And objectively recorded evidence is usually more persuasive than recollections of conversations.

- I don't think a change in position is necessarily a sign of a party acting dishonestly or unfairly. It can simply mean new evidence has been taken into account, or the matter has been reconsidered and the evidence provided earlier has been explored further.
- The key point for me is whether I consider the final position British Gas reached to be fair and reasonable in the circumstances. For the reasons previously given, I can't consider the way British Gas handled the complaint. Though it's a matter of fact that it offered £250 compensation for the way it handled the complaint.
- That leaves the first point – which is the crux of the complaint. In short, should British Gas have gone further when carrying out repairs in July 2023?
- I set out my thinking on this point in my provisional decision, so I won't repeat that here. In Mr T's response, he explained why he thought British Gas should have gone further, with reference to the boiler manufacturer's instruction manual.
- I think his points are materially the same as those I considered prior to my provisional decision. So it follows that my decision remains the same too. I'll explain why.
- In summary, I can't rule out the possibility that the first engineer should have gone further in July 2023. But they chose not to and that was their professional judgement. The second engineer chose to go further in December 2023 and that was their professional judgement. They didn't pinpoint a cause of the later problems "due to multiple issues". And they didn't say the later problems were caused by the work carried out in July 2023. I haven't seen any professional opinion to challenge this.
- That means the professional opinions support British Gas, and not Mr T. I haven't seen objective evidence or professional opinion to say that British Gas should have gone further in July 2023. So, on this basis, I'm satisfied British Gas acted fairly.
- That doesn't mean I've disregarded Mr T's comments – it means I'm more persuaded by the written professional opinions available. I recognise British Gas' engineers may not be considered fully independent, as they work for British Gas. But they're acting in a professional capacity for British Gas and, as a result, they're expected to act in line with relevant professional standards, as well insurance rules and regulations.
- I know Mr T recalls the second engineer saying, effectively, the damaged seal caused the later problem. And it had been damaged for a considerable time. So Mr T thought the second engineer indicated the damaged seal was the cause of the earlier problem too. And, if the first engineer had gone further, they would have found and replaced the damaged seal, thereby avoiding the later problem.
- But there's no objective record of that conversation and the second engineer's written evidence doesn't reflect Mr T's recollection. As above, without evidence to show something is false, I take it at face value. And written evidence is usually more persuasive than a recollection. That's why I've found in British Gas' favour.
- Overall, taking into account Mr T's response to my provisional decision, alongside all the other information provided by both parties, I remain satisfied British Gas acted fairly and reasonably in the circumstances.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and Ms T to accept or reject my decision before 2 January 2026.

James Neville
Ombudsman