

## **complaint**

Mrs B complains about the service she received from British Gas Insurance Limited under her home emergency insurance policy.

## **background**

Mrs B complained to British Gas about various aspects of the service she'd received.

British Gas offered Mrs B £30 as a gesture of goodwill.

Mrs B didn't think this satisfactorily addressed her complaint. So, she complained to this service.

Our investigator thought Mrs B's complaint shouldn't be upheld.

Mrs B disagreed with the investigator's conclusions. So, the matter's been referred to me to make a final decision.

## **my findings**

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

I've decided not to uphold Mrs B's complaint and I'll explain why.

Mrs B says when an engineer visited to service her boiler, BG charged her for a repair to the clock on the boiler which wasn't required or carried out. She says during an annual service the boiler clock's always checked and reset and the radiators vented. And she says the documents given to her by the engineer identify that no repairs were required or carried out.

Mrs B also says she discovered her monthly direct debit payment to BG had gone up without her agreement. And she says she's now cancelled her policy.

So, Mrs B says she wants BG to waive the £69 excess it charged her for work it says it carried out when it serviced her boiler. And she wants it to refund the two increased monthly payments she says it took from her account without her agreement.

BG says its records show Mrs B used its online service to arrange a repair, not an annual service. It says it added this on afterwards. And it says it doesn't check all parts of the system (clock, radiators) during an annual service. It says as its terms and conditions state, this is a safety check on the boiler and its engineer will check a part of the system if necessary. But it says venting radiators and checking a clock aren't part of the service.

BG also says Mrs B reported a fault with the radiators and clock and this was repaired and an excess was charged correctly.

I see Mrs B's policy says she has to pay an excess or fixed fee each time BG completes a repair for her. I note Mrs B says no work was carried out apart from the annual service, which was covered under her policy. But I also note BG's records show she contacted it and requested a repair to the clock and radiators. And I see the engineer's notes show he set the clock, vented the radiators and carried out an annual service on the boiler.

So, whilst I appreciate Mrs B may not regard this as a repair, I think under the terms of her policy BG's entitled to treat any work it does beyond the annual boiler service as a repair and charge an excess or fixed fee accordingly. I note the engineer used his discretion to reduce the £99 excess to £69. And I think this was reasonable, in the circumstances.

Mrs B's also complained about the increased monthly payments of £11.67 and £11.63 she was charged in October and November 2016. And I note she says she didn't know her payments were increasing from the £9.30 per month she'd paid previously.

I've seen records showing BG emailed and posted a renewal letter to Mrs B in August 2016. This confirmed that her policy would auto-renew in September and it included details of the increased premium. I acknowledge Mrs B can find no record of receiving this communication. But, as I'm satisfied it was sent, I can't hold BG responsible for Mrs B not receiving it.

I note BG offered Mrs B £30 as a gesture of goodwill for its delay in responding to her complaint about this matter. I think this was reasonable. And I don't think it would be fair for me to ask it to refund the two increased monthly payments or to waive the excess it charged her. So, I can't uphold her complaint.

#### **my final decision**

I don't uphold Mrs B's complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 23 June 2017.

Robert Collinson  
**ombudsman**