

## complaint

Mr S complains that British Gas Insurance Limited ("BGI") failed to respond promptly when he made a claim under the insurance policy provided when he bought a new gas boiler.

## background

In July 2015, Mr S bought a new gas central heating boiler. Included in the purchase was a one year care policy provided by BGI. On 5 September 2015, Mr S's wife, Mrs S, contacted BGI for assistance under the policy because, although they had heating and hot water, the thermostat was malfunctioning. BGI offered an appointment for an engineer to attend on 7 September 2015, but Mrs S said they would be on holiday then. So an appointment was arranged for the morning of 21 September 2015.

On 21 September 2015, BGI said it wouldn't be able to attend because of an increased level of emergency breakdowns. Mr S said that they now didn't have heating or hot water. BGI offered appointments on 23, 24 or 25 September 2015. Mr S said this wasn't acceptable, and arranged for the fault to be repaired by another repairer.

Mr S complained to BGI about its service. He asked it to refund the £80 he had been charged by the other repairer, and to pay him compensation. He said that repairs under this type of policy shouldn't be lumped in with repairs to older boilers. Faults in older boilers would always be likely to mean there was no heating or hot water, and so faults in newer boilers would always be likely to receive lower priority.

BGI didn't accept his complaint. It pointed to the following policy term:

### *5.12 Our responsibilities*

*We will meet our responsibilities under your Agreement within a reasonable time unless it is impossible because of circumstances outside our control. If we cannot meet our responsibilities, we will let you know as soon as possible confirming the reasons why we cannot meet our responsibilities. We will also give you another time when we expect we can meet our responsibilities to you.*

BGI said it had acted within the policy terms. It offered Mr S compensation of £30 in respect of his broken appointment, and a further £30 as it didn't tell him his complaint had been escalated. Mr S didn't accept this offer and brought this present complaint.

Our adjudicator didn't recommend that this complaint should be upheld. She said that BGI hadn't been able to meet the original appointment due to prioritising vulnerable customers. She thought BGI had acted within its policy terms, and that the alternative appointments offered by BGI didn't involve unreasonable delays. In the circumstances, she didn't think it reasonable to require BGI to reimburse the charges of the other repairer. She noted that its policy terms said it wouldn't provide cash alternatives instead of a repair.

Mr S responded to say, in summary, that:

- the policy didn't appear to be a product regulated by the Financial Conduct Authority ("FCA"), and

- BGI's policy of giving priority to "vulnerable customers", which he hadn't been told about when he bought his boiler, meant that it was unlikely that as the owner of a new boiler he would ever receive prompt attention.

The adjudicator confirmed that BGI, which underwrote the policy, was authorised and regulated by FCA, although another company – British Gas Services Limited – carried out administration on its behalf. So Mr S's policy was a regulated product.

### **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 understand that Mr S feels strongly that because of BGI's policy of prioritising "vulnerable customers", he will always be a second class customer. He considers that customers who have policies because they have bought new boilers should be kept separate from other customers and allocated their own engineers, so that they would always receive prompt attention.

It's not for me to tell BGI how it should run its business – that is the role of FCA as its regulator. I can only consider whether, in the circumstances of this case BGI has acted fairly and reasonably towards Mr S. All in all, I consider that BGI did act reasonably, and within the terms of its policy as set out above. I don't think the way BGI treated Mr S involved unreasonable delays, or that it should be required to reimburse the charges of the other repairer.

### **my final decision**

My decision is that I don't uphold this complaint and make no order against British Gas Insurance Limited. I simply leave it to Mr S to decide whether he now wishes to accept the compensation totalling £60 that BGI has offered him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 15 February 2016.

Lennox Towers  
**ombudsman**