

complaint

Mr M complains that British Gas Insurance Limited is responsible for poor service in connection with a home emergency insurance policy.

background

Where I refer to British Gas I refer to the insurance company of that name and I include engineers and others for whose actions I hold that company responsible.

In November 2017 Mr M took out a British Gas policy. It covered his central heating boiler and controls. In November 2018 the policy automatically renewed. British Gas visited in January 2019. Mr M complained that British Gas asked him to pay two excesses of £60.00 each.

Our investigator didn't recommend that the complaint should be upheld. He didn't think that British Gas acted unfairly. He didn't think British Gas was wrong to charge two excesses as it conducted two different repairs.

Mr M disagreed with the investigator's opinion. He asked for an ombudsman to review this complaint. He says, in summary, that – in its final response letter – British Gas admitted that it hadn't adequately explained the excess.

my findings

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

In its final response letter in February 2019, British Gas referred to its sales call with Mr M in November 2017. The letter included the following:

"... our adviser did not go in to detail on what having the excess payment meant, however, as we have sent copies of our Terms & Conditions we cannot agree we haven't provided you with this information."

I don't find that an admission of failing to provide adequate information. In any event, British Gas has provided us with the recording of the sales call. From that, I'm satisfied that British Gas told Mr M that he would pay the excess towards every completed repair.

The product summary document also said he would have to pay the excess for each completed repair or replacement. And that's what the policy terms said. So I'm satisfied that British Gas provided enough information for Mr M to make an informed decision to take the policy in November 2017.

British Gas did a first visit in about November 2017.

The policy renewed in November 2018. And on 26 January 2019, British Gas did an annual service and some repair work. It replaced two components. One was the printed circuit board. The other was a valve that was a component of the pressure vessel.

From the British Gas invoice, I can understand that Mr M questioned why it charged the £60.00 excess twice.

But I'm satisfied that British Gas completed two separate repairs or replacements. So I don't find it unfair that British Gas charged two excesses of £60.00 each. And I don't find it fair and reasonable to direct British Gas to waive or refund one of those charges – or to do anything further in response to this complaint.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct British Gas Insurance Limited to do anything more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 31 January 2020.

Christopher Gilbert
ombudsman