

## **complaint**

Mr A is unhappy with British Gas Insurance Limited's handling of his central heating insurance policy.

## **background**

I issued my provisional decision on this matter in July 2015, an extract from which is copied below:

*"Mr A held a homecare agreement with British Gas, which provided insurance cover in the event that his boiler broke down. As part of the cover, British Gas came out to service and inspect the boiler. Whilst there the engineer said he had changed a fuse in the boiler.*

*Mr A says that a day or two later, the fuse caused a spark which switched off all the power in his home. The fuse was apparently burnt out and could have caused a fire in the property. A British Gas engineer came back out to check the boiler but said he couldn't deal with any electrical parts, British Gas then sent an electrician out, who changed the fuse again and sorted out the problem.*

*Mr A is very concerned – he thinks that British Gas has colluded with government agencies to put him in danger. He thinks that the first engineer shouldn't have touched any electrical parts and the second one stole the fuse, as it was evidence. He didn't travel in a British Gas van and, while dealing with the fuses he talked to someone on his mobile phone about what he was doing with Mr A's boiler but when Mr A asked him to bring him in, the electrician said he didn't work for British Gas. Mr A thinks the electrician was getting instructions from others about what to do.*

*Mr A is also unhappy that British Gas has since cancelled his policy, which means that he doesn't have any cover for his boiler. And that he was charged for the electrical work privately – even though the checklist the electrical engineer left with him doesn't say he did any wiring work. He was also told that this would be free.*

*One of our adjudicators looked in the case but didn't recommend that it be upheld. She didn't think there was any convincing evidence that British Gas had done anything wrong when it worked on the boiler.*

## **my findings**

*I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.*

*I can understand Mr A's concern if there was a fire in his boiler. However, I can't investigate government bodies, nor can I instigate a hearing of his case in open court, which he has asked for.*

*I can only look at the handling of his insurance policy with British Gas. There isn't any independent evidence to establish that it planted a fuse in his boiler or that it didn't service the boiler properly. The second gas engineer said there were no signs of scorching in the boiler around the electrical fuse.*

*Mr A says that the electrician also checked three fuses next to the electric meter and one of these was disconnected and dangerous, he rewired this one. He thinks the spark caused this fuse to burn out.*

*I've seen no independent reports that any of the British Gas representatives failed to carry out their work on the boiler or fuses properly.*

*Mr A has provided a bill that was submitted to him from British Gas for the electrical work carried out. British Gas has confirmed that it agreed to send an electrician out for free, in order to reassure Mr A that his boiler was safe. As it offered this as a gesture of goodwill as part of its provision of service under Mr A's insurance policy, it should cancel this invoice and reimburse Mr A, if it hasn't already.*

*Finally, Mr A is unhappy that British Gas cancelled his policy. The policy provides it with the right to do so, in certain circumstances. We would not normally interfere with such decisions. I can see that due to the allegations made by Mr A against British Gas' engineers, there is a lack of trust there which will make it difficult for it to fulfil its obligations under the policy. In the circumstances therefore, I can't order British Gas to reinstate the policy. I can understand Mr A's concern at not having any cover but he could apply for cover from other providers.*

### **my provisional decision**

*I intend to uphold this complaint against British Gas Insurance Limited to the extent that it should cancel the invoice for the electrical work and reimburse any amount Mr A paid for this, if it hasn't done so already."*

### **developments**

Mr A has responded to my provisional decision and has made a number of submissions, including the following:

- I erred in law in making my provisional decision, as I "omitted the gist at the heart" of his appeal of the adjudicator's assessment, as she had failed to let him have a copy of British Gas' response to his complaint and I failed to do as well.
- I got some of the details of the complaint wrong – there were four engineers that attended his house in total not two. And it was the third engineer that came with a hired van, not the second gas engineer.
- This is important because the first gas engineer replaced the fuse that supplied electricity to the gas boiler.
- I said that the second gas engineer stole the fuse the first engineer installed but this is incorrect. He had clearly said that he had "swapped" not stolen the fuse.
- I said I couldn't investigate government bodies but I avoided stating that it is the security services that are behind what British Gas has done.
- His complaint is about British Gas, not the security services, which are protected by secret courts. British Gas unlawfully facilitated cover for the intelligence service to commit murder and British Gas is not protected by secret courts.
- We have an obligation to challenge British Gas in open court for the criminal operations they were involved in.
- I failed to take into account the predicament he was in – he could not get cover elsewhere as the security service would do what they did with British Gas. He was lucky to stop the fire, this time.

### **my findings**

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

Mr A says that he had not been provided with British Gas' response to his complaint. British Gas issued a final response letter to Mr A when he first made his complaint, and it sent us a letter when we notified it that Mr A had contacted us. These have both been provided to Mr A.

I dealt with all the allegations that Mr A made in my provisional decision. We have no power to take any insurer to court, or to investigate any criminal activity against British Gas or anyone else. I can only look at British Gas' handling of the insurance claim. As stated in my provisional decision, there is no expert evidence to support Mr A's allegations that British Gas caused a fire in his boiler or that it didn't carry out any work correctly. I'm sorry if the details of which engineer did what were incorrect in my provisional decision but I don't think that any error about this would make any difference to my conclusions. I can't therefore make any award against British Gas in regard to this.

I also remain of the opinion that British Gas was entitled to cancel the policy. I note what Mr A says about not being able to get other insurance cover but, while I sympathise, this is not a reason for me to make British Gas continue to insure him.

British Gas hasn't commented on my provisional findings about the bill for any electrical work and so I see no reason to change my mind about this aspect of the matter.

### **my final decision**

I uphold this complaint against British Gas Insurance Limited to the extent that it should cancel the invoice for the electrical work and reimburse any amount Mr A paid for this, if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 16 November 2015.

Harriet McCarthy  
**ombudsman**