

complaint

Mr P complains about the service he's received from British Gas Insurance Limited under home emergency cover. He says his boiler has broken down numerous times since he took out the cover in 2014; that British Gas Insurance Limited has only provided temporary fixes; and that it has damaged his roof and loft. Mr P is also unhappy with the customer service he's received from British Gas Insurance Limited and the increasing cost of the cover.

background

Mr P complained to British Gas in 2018. British Gas didn't accept his complaint but it offered as a gesture of goodwill to pay Mr P £60 (in total) and to apply a policy discount of 20%. Mr P remained unhappy and referred his complaint here.

Our investigator upheld the complaint in part – she recommended British Gas should send a relevant tradesperson to assess the roof tiles and repair any damage caused, and also to ensure the pipe in the loft is secured using a bracket and not a wooden block. She didn't otherwise uphold Mr P's complaint.

Mr P and British Gas didn't accept the investigator's recommendation. The matter has therefore been passed to me for 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'll concentrate my comments on what I think is relevant. If I don't mention a specific point, it's not because I've failed to take it on board and consider it, but because I don't think I need to comment on it to reach the right outcome.

I've reached materially the same conclusions as the investigator, and for materially the same reasons. I'll explain why.

It's common ground that British Gas wasn't (and isn't) obliged to replace the boiler under the terms of cover, and I'm satisfied this is the case. I appreciate that Mr P also says that British Gas should have advised *him* to replace the boiler. But I think Mr P would have understood that the repairs weren't solving the issue for long. I'm also persuaded that British Gas most likely did advise Mr P to consider a new boiler. So I think Mr P was able to make his own decision whether he wanted to continue with repairs, or to replace it.

Turning to the repairs, Mr P complains that British Gas provided only temporary fixes. I can well understand Mr P's dissatisfaction with the reliability of his boiler given the number of call outs needed. And I appreciate this will have caused him trouble and upset, especially given, as I understand matters, his two young children have health conditions that may be worsened by the cold. However, this doesn't automatically mean that British Gas didn't fairly or reasonably provide the cover available, or that it didn't complete repairs with reasonable care and skill.

It's common ground that Mr P called out British Gas for the same 'fault code' on several occasions. But I accept what British Gas has said about this – that, at first, it followed the manufacturer's advice on the fault code which prompted it to repair or replace certain parts

of the boiler; and that it was only later revealed that the flue was leaking which resulted in an incorrect fault code. There is a question of whether British Gas could or should have realised earlier what was causing the problem. But I don't think it was unreasonable for British Gas to initially follow the manufacturer's advice. And I am not sufficiently persuaded from what I've seen that it would be fair here to say British Gas failed to provide the cover fairly and reasonably or without reasonable care and skill on this matter.

On discovering the leak, British Gas offered to fit a flue adaptor free of charge. British Gas says this was as a gesture of goodwill because the flue is excluded under the terms of cover; and Mr P says it was in fact covered because it was the seal on top of the boiler that was replaced (and the flue was moved upwards to accommodate this). But British Gas carried out the work. So I'm not persuaded this changes things.

Turning to address damage Mr P says British Gas has caused, I understand there may have been some wear and tear present to Mr P's roof tiles before British Gas's work at the property. However, I'm satisfied from video and photo evidence I've seen that Mr P's roof tiles were most likely raised and left raised as a result of British Gas's work there. And I'm not satisfied this constitutes reasonable care and skill, irrespective of whether or not British Gas has carrying out the work as a gesture of goodwill. To put things right, British Gas should send an appropriate tradesperson to assess the roof tiles and repair the damage caused by the tiles being raised. Mr P would like British Gas to pay for an independent tradesperson to fix this. But given the overall circumstances here, I'm not sufficiently persuaded to change my direction here.

Mr P also says British Gas removed some wood from his roof to wedge behind the boiler bracket, and that it damaged his loft possessions.

I have seen what I understand is a photo of a pipe, linked to Mr P's boiler, that is secured with a wall bracket, with a piece of wood wedged between the pipe and wall seemingly to support its position. I understand why British Gas argues it should not be held responsible for this because I have seen notes that suggest the pipe may not have properly supported before Mr P took out the cover. But British Gas agreed to fix the issues with the boiler. And overall, I'm just not sufficiently persuaded by what British Gas has said that the pipe should be supported like this, or that it would not be fair and reasonable for British Gas to remedy this as part of the overall resolution to this complaint. So I'm satisfied British Gas should ensure this pipe is properly secured without the wood.

In terms of other damage to the loft Mr P has raised – for example possessions – I have invited Mr P to provide evidence to support this, which he has not done. So whilst I accept it's possible that there was other damage to his loft and loft possessions, I've not seen sufficient evidence to conclude British Gas should do anything further here.

Finally, I understand Mr P is also unhappy with the rising cost of the cover and the customer service he's received from British Gas. He says he is now paying more than twice what he paid in the first year, which I understand he believes is because of the continuous call outs due to fixes that were only ever temporary. He also says that he could get the cover as a new customer for less than half the current price – and he doesn't think this is fair.

For the reasons I've already explained, however, I'm not sufficiently persuaded that it would be fair to say British Gas failed to provide the cover fairly and reasonably, beyond what I've said above. And on the face of things, there's nothing wrong with insurers putting their prices

up. Often they'll sell policies cheaply to attract new customers and then they'll increase the price over the following years as they learn more about the customer and the level of risk.

That said, I would expect an insurer to treat a customer fairly and reasonably when it sets the price for cover, and not to single someone out or treat them differently from another customer with the same characteristics. We do sometimes see cases where a long term customer is paying many times over what a new customer might be able to find the same cover for. Where that's the case we might think the relationship has started to become unfair.

But here British Gas has explained that in the first year their customers receive an introductory price – and I don't think this is unreasonable. This explains why Mr P may be getting a cheaper quote online as a new customer. And overall, based on the information I've seen, I'm not satisfied that Mr P's renewals have been calculated unfairly.

I've also reached materially the same conclusions as our investigator and for the same reasons regarding Mr P's complaint about the customer service he's received from British Gas. It's difficult to be sure from the available evidence exactly what was said at times between Mr P and British Gas. But overall I'm not sufficiently persuaded by the available evidence that British Gas were rude or unhelpful in what I understand would have been a frustrating situation for Mr P.

my final decision

For the reasons above, I uphold Mr P's complaint in part, and I direct British Gas Insurance Limited to:

- send a relevant tradesperson to assess the roof tiles and repair the damage caused by the tiles being raised; and
- make it so the pipe is properly secured without the wood.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 23 April 2020.

Neil Bridge
ombudsman