

## **complaint**

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

## **background**

Where I refer to British Gas I refer to the insurance company of that name and I include other companies and individuals insofar as I hold that insurance company responsible for their actions.

On 3 December 2018 Mr B went online and booked an engineer appointment for 5 December 2018. The engineer didn't keep that appointment and Mr B cancelled his policy that day. But a British Gas engineer visited on 2 January 2019 and did some work.

Mr B complained that British Gas refused to come back for another look at his boiler. Later he paid a local plumbing and heating company to replace his printed circuit board (PCB).

## *our investigator's opinion*

Our investigator recommended that the complaint should be upheld in part. He thought that Mr B should've been covered under the policy but he had to pay £237.00 for the repair. The investigator recommended that British Gas should pay for the cost Mr B had incurred less any excess.

## *my provisional decision*

After considering all the evidence, I issued a provisional decision on this complaint to Mr B and to British Gas on 12 March 2020. I summarise my findings:

I wasn't persuaded that the noise Mr B complained of on 7 January 2019 was coming from his PCB.

Subject to any further information from Mr B or from British Gas, my provisional decision was that I wasn't minded to uphold this complaint. I didn't intend to direct British Gas Insurance Limited to do anything further in response to this complaint.

Mr B disagreed with the provisional decision but didn't submit any further evidence or arguments. British Gas hasn't responded to the provisional decision. Therefore I see no reason to change my view.

## **my findings**

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

From its work history and a renewal letter, I can see that Mr B took out the policy for a year from 8 January 2017 and – after a parking problem - British Gas did a first visit in February 2017.

From the renewal letter I can see that the policy renewed for a year from 8 January 2018. For that year Mr B was paying the yearly premium of about £358.00 by instalments of £29.85 payable on the first working day of each month.

The renewal letter didn't say that repairs were subject to a policy excess or fixed fee. The detailed policy terms didn't say anything about parking for British Gas vehicles.

The work history doesn't record any annual service visit in 2018. And the work history indicates that the missed appointment on 5 December 2018 was partly for a service. But the work history also indicates that the appointment was for a repair. So Mr B must've believed there was something wrong with the boiler.

In the absence of a policy term about parking, I find that British Gas should've done more to keep the appointment – or at least to communicate with Mr B.

His response to the missed appointment was in an email sent on 5 and 6 December 2018. He cancelled the policy about a month before it was otherwise due for renewal. Mr B said he had cancelled his direct debit.

For some reason British Gas confirmed on about 11 December 2018 that it would visit on 2 January 2019.

Mr B didn't pay the instalment that would've been due in early January 2019. I don't consider that British Gas was obliged to visit on 2 January 2019. But it did visit that day. The work history shows that it did a boiler service. The work history also includes the following:

*"Clean lube fan...Fixed water leak..."*

From that I find that British Gas had cleaned and perhaps lubricated the fan – as well as fixing a water leak.

There is no indication that the engineer knew of the cancellation. So I think he would've made a further note if he thought the boiler had any other issue – for example with its PCB.

7 January 2019 was the day the policy would've been due for renewal if Mr B hadn't cancelled it. On that day he sent British Gas an email as follows:

*"Following the visit of your engineer on 2nd January, 2019, I informed him that there is a noise which comes from the boiler. He advised us that we record the noise and send the recording to you so that the exact cause/ fault of the noise can be diagnosed and then necessary repairs can be carried out. I am therefore forwarding you the link separately where the recording can be downloaded and then necessary repairs can be carried. I should be grateful if you arrange the repair of the boiler once the recording has been heard...."*

That email didn't say that the noise was the reason Mr B had made the appointment in December 2018. And the email didn't say that Mr B had told British Gas about the noise before he told the engineer on 2 January 2019.

Also, the email didn't say that the engineer had heard the noise on 2 January 2019 but not identified a fault. The email didn't explain why – if the engineer had heard the noise and not

identified a fault – a recording was more likely to identify the source of the noise. So I find it likely that the engineer hadn't heard any noise that he considered required a further repair.

In its final response letter dated 11 March 2019 British Gas declined to visit Mr B again unless he reinstated and renewed the policy. After some further emails, Mr B contacted us on about 8 May 2019.

Later he sent us a copy of an invoice date 11 May 2019 for £237.00. The description of the work was as follows:

*"Replace Noisy Printed Circuit Board"*

That was over four months after his email of 7 January 2019. That's long enough for a boiler – especially an older boiler – to develop a new fault. So I'm not persuaded that the noise he complained of on 7 January was coming from Mr B's PCB.

Therefore I don't find it fair and reasonable to direct British Gas to reimburse Mr B the £237.00.

I've thought about directing British Gas to pay a small amount of compensation for the missed appointment. But I take into account the repairs that it did after the cancellation. So I won't direct it to pay monetary compensation in addition.

Overall I don't find it fair and reasonable to direct British Gas 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 further in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 3 May 2020.

Christopher Gilbert  
**ombudsman**