

## **complaint**

Miss L complains British Gas Insurance Limited won't pay for repairs to her boiler.

## **background**

Miss L has a policy for her boiler with British Gas. This policy covers a service for her boiler each year; and claims for repairs to her boiler. Towards the end of 2018, Miss L's boiler still hadn't been serviced. She spoke to British Gas about this, and they said they wouldn't be able to service her boiler before her policy was due for renewal. However, British Gas said Miss L could arrange her own engineer to service her boiler. They also said they'd refund the proportion of her premiums that covered the cost of an annual service.

When Miss L's boiler was serviced by her own engineer, she was told her boiler needed some repairs. She arranged for this engineer to do the necessary work, and this cost her just over £500. Miss L then contacted British Gas to make a claim for the repairs she'd paid for.

British Gas said they wouldn't cover the repairs because they hadn't had the opportunity to assess what repairs were necessary. But they did offer Miss L £75 for the inconvenience she'd experienced. Miss L remained unhappy, so she brought her complaint to our service.

Our investigator upheld Miss L's complaint. He said British Gas should reimburse Miss L the amount they would've paid had their own engineer repaired her boiler. British Gas disagreed with our investigator, so Miss L's complaint was passed to me to deal with.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having considered everything, I'm upholding Miss L's complaint. I'll give my reasoning below.

British Gas says they shouldn't have to cover the costs of repairs carried out by Miss L's engineer. That's because they're satisfied their advisor told Miss L, she could contact them if she had any problems with her boiler. I've listened to call between Miss L and British Gas when her annual service was discussed. And I agree their adviser did tell Miss L that she could contact them if she had problems with her boiler. However, I can't ignore the fact that during that same call, Miss L was told British Gas' engineers didn't have the capacity to service her boiler before her policy ended.

I appreciate British Gas says they would have been able to send someone out to Miss L if she needed repairs. And I believe that most likely would have been the case. But I also understand Miss L isn't as familiar with how policies like this work - or the steps insurers like, British Gas, take to ensure their policyholders have functioning boilers. So, with that in mind, I don't consider Miss L acted unreasonably when she asked her own engineer to complete the repairs.

Part of the reason Miss L arranged her own repairs was due to the problems British Gas had in carrying out annual services for their policyholders. So, I do think they are partially responsible for what happened after that. And for that reason, British Gas needs to do something to put things right.

I've reviewed Miss L's policy wording. And I've not seen anything that suggests the repairs to her boiler wouldn't have been covered had British Gas' own engineers done the work. I've also asked British Gas whether Miss L's claim is caught by any exclusions under the policy. Despite my requests, I've not heard back from British Gas on this point. So, in the absence of any comments on policy exclusions following our investigator's opinion, and my requests, I consider it's most likely Miss L's claim would have been covered. That means British Gas would have always had to pay for repairs to Miss L's boiler.

British Gas has sent us a breakdown of what it would have cost had their own engineers repaired Miss L's boiler. This amounted to £393.93. As mentioned above, had Miss L called British Gas about the necessary repairs, I consider they would have covered the costs. So, I believe a fair resolution would be for British Gas to cover the amount they would have paid had they arranged the repairs themselves.

I appreciate Miss L paid more than £393.93 for the repairs. But it's not unusual for insurers to be able to arrange repairs at a lower cost. I also can't ignore the fact British Gas' adviser did tell Miss L she could contact them if she had any problems. As Miss L didn't do this, I don't consider it would be fair to hold British Gas responsible for the total amount she paid.

### **my final decision**

For the reasons set out above, I'm upholding Miss L's complaint.

To put things right, British Gas Insurance Limited should reimburse Miss L the amount it would have paid had one of their own engineers carried out the repairs to her boiler.

British Gas Insurance Limited said it would have cost them a total of £393.93. So, they should pay this amount, plus 8% interest simple from the date Miss L tried to make her claim to the date of settlement.

If British Gas Insurance Limited considers it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Miss L how much they've taken off. They should also give her a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

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

Sarrah Turay  
**ombudsman**