

## **complaint**

Mr J is unhappy British Gas Insurance Limited (British Gas) has charged him an excess after he made a claim on his home emergency insurance policy.

## **background**

Mr J has explained he contacted his home emergency insurer, British Gas, to make a claim after he discovered that the heating at his property wasn't working. He said an engineer from British Gas attended, but didn't need to complete any work on the boiler to fix the heating. Mr J said the engineer instead identified there was a blockage in a drain which was the cause of the problem. So, British Gas sent out a drainage specialist to clear this.

Following this, Mr J was informed he needed to pay a £60 excess for his claim. But Mr J didn't feel this was correct. He accepted there was an excess applicable for when repair or replacement work had been completed to a boiler or heating system. But he said his policy didn't explain there was an excess applicable for work to drains. He also noted that the initial engineer that attended said there wouldn't be an excess applicable for the work needed here.

British Gas said Mr J purchased his home emergency policy online, and at the time of purchasing it he would have had an option to choose an excess of £60 for his policy, or to not have one at all. It said Mr J selected to have the excess. It said the excess was applicable to all parts of Mr J's policy, and that this was explained on the policy documents provided to him. It did note that its initial engineer didn't tell Mr J an excess would still apply to his claim. So, it offered Mr J an amount of £20 as a gesture of goodwill for this. Because Mr J didn't agree he referred his complaint to this service for an independent review.

Our investigator looked at this complaint and didn't think it should be upheld. He agreed with Mr J that a repair wasn't carried out on the boiler. But, he said that unblocking the drains meant a repair was carried out on the drainage system. And the policy said an excess was applicable when a repair was carried out. So, he didn't think British Gas had applied the excess incorrectly. And he felt the £20 offered by British Gas for the engineer not telling Mr J about the excess was reasonable.

Mr J didn't agree. He said that his policy documents clearly explained there was an excess payable for repairs to the boiler. But he reiterated that he couldn't see anything within the policy that said the excess was also applicable in this case. Mr J felt the wording of the policy wasn't clear, fair or succinct. Mr J didn't accept the £20 compensation offered to him.

Because Mr J didn't agree, his complaint has been referred to me to decide.

## **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 done so, I've decided not to uphold this complaint. I've explained why below.

I've reviewed Mr J's policy documents to see what cover his home emergency policy provides to him. I can see it does provide cover for repairing and unblocking drains. But Mr J has said an excess doesn't apply to work of this nature. So, I've needed to consider whether British Gas has acted fairly – and in line with the terms of Mr J's insurance policy, in asking him to pay a £60 excess for the work it carried out to unblock the drain at Mr J's property.

When Mr J purchased his policy he was sent information on the product he bought. He was sent an 'Insurance Product Information Document' which explained the main things the policy covered, and any restrictions to this. Under the restrictions section of this document it was clearly explained that;

*'If you have chosen to pay an excess you will need to pay this for each completed repair or replacement.'*

I'm aware that Mr J did choose to pay an excess as part of his policy. I've seen Mr J's policy document which confirms this is £60. So, I'm satisfied that if a repair or replacement was completed at his property it was made clear that Mr J would need to pay this excess to British Gas.

The words 'repair' and 'replacement' are defined in Mr J's policy. No replacements were carried out at Mr J's property. So, I won't consider this definition further. But there is a dispute about whether a repair was carried out at the property. Under the definitions section of Mr J's policy a repair is defined as;

***'Repair(s)/repairing/repared***

*to fix your boiler, appliance or system following an individual fault or breakdown but not repairs that are purely cosmetic or related to software which doesn't stop the main function of your boiler, appliance or system from working or make it unsafe.'*

I've thought about whether unblocking the drains at Mr J's property falls within this definition.

Mr J has said the above term only relates to the boiler at his property, and not other things. But I don't agree. The definition refers to three separate things – a boiler, an appliance or a system. And the definition of drains in the policy refers to it being *'the system of waste water pipes at your property.'* So, I'm satisfied the definition of repair does apply to the drainage system too.

I appreciate Mr J has said unblocking a drain is different to repairing them. He has highlighted that under the drains section of the policy repairing and unblocking them is referred to separately. And unblocking isn't defined. But, I'm satisfied that the unblocking of a drain can also be considered a repair as defined by the policy.

In this case, it was necessary for British Gas to fix a problem with the drainage system – the problem being the blockage. And I understand this was necessary following the breakdown of the heating at Mr J's property. Once the blockage was removed, the problem was repaired, and the heating working again. Given this, I'm satisfied a repair was carried out at Mr J's property. And therefore British Gas has acted reasonably in requiring Mr J to pay the excess.

British Gas did acknowledge that its initial engineer could have been clearer about whether an excess applied to the work being done. I don't have any firm evidence of what was said between Mr J and the first engineer that attended the property. But I do think British Gas has acted fairly in offering Mr J £20 as a gesture of goodwill, to recognise the likelihood its engineer wasn't clear about what Mr J should expect in respect of the excess being charged. So, I'm not requiring it to do anything more.

**my final decision**

Given the above, my final decision is that I don't uphold this complaint. So, I don't require British Gas Insurance Limited to do anything more. If it hasn't already done so, British Gas Insurance Limited should pay Mr J the £20 it has already offered as a gesture of goodwill.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 14 September 2019

Rachel Woods  
**ombudsman**