

## **complaint**

Mr S's complaint arises from his boiler insurance policy with British Gas Insurance Limited.

## **background**

British Gas came out twice in March 2018 to carry out work on Mr S's boiler after he transferred his policy to a new address. He received two invoices of £60 each in respect of the excess charge for each claim.

Mr S says he was never told he would be charged and if he had been told, he'd have cancelled the cover.

British Gas recognised that there had been some confusion and waived the invoices as a gesture of goodwill. However, British Gas sent a further demand for payment to his old address.

Mr S says this caused him a great deal of stress. British Gas said the demands had already been generated before it cancelled the invoices but offered Mr S £20 compensation. British Gas sent another email after this which referred to a further £20, and Mr S understood this to mean it was going to pay a total of £40 compensation but British Gas says this wasn't its intention and it is only prepared to offer £20 in addition to waiving the excess fees.

One of our investigators looked into the matter. He did not recommend that the complaint be upheld as he considered that British Gas's offer was reasonable.

Mr S does not accept the investigator's assessment and so the matter has been referred to me. Mr S says the constant demands for payment from British Gas caused him additional stress and "nearly pushed me over the edge" at a difficult personal time and this hasn't been properly considered.

## **my findings**

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

The policy Mr S has with British Gas does provide that an excess payment will be due whenever a repair is necessary:

*"Excess or fixed fee*

*Your statement shows how much excess or fixed fee you've agreed to pay each time we complete a repair or replace your appliance; whether*

- you report a fault to us*
- you agree to our visit following a fault identified by boiler IQ*
- or, we find a fault during a first service or annual service.*

Mr S's policy schedule also confirms that the excess applicable on his policy is £60 per claim.

British Gas was therefore contractually entitled to charge Mr S £120 for the two repairs it carried out. I agree this should have also been made clear at the time Mr S contacted it to make these appointments.

The invoices were raised on 7 and 21 March 2018 respectively and British Gas agreed to waive them on 10 April 2018. Mr S apparently received a reminder for payment on 12 April 2018. I've not seen any evidence of "constant" reminders being sent to Mr S.

Sometimes errors are made and this does not always automatically mean that compensation is warranted. Having considered all the evidence available, I am satisfied that British Gas's offer of £20 together with the waiver of the £120 charges, is reasonable and is enough to compensate Mr S for any distress or inconvenience caused by this matter. I do not consider that it needs to do anything more.

**my final decision**

I don't uphold this complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 12 November 2018.

Harriet McCarthy  
**ombudsman**