

complaint

Mrs E complains about the service she received from British Gas Insurance Limited under her home emergency insurance policy.

background

Mrs E complained to BG about this matter. And, being unhappy with its response, she complained to this service.

Our investigator thought Mrs E's complaint shouldn't be upheld.

Mrs E disagreed with the investigator's conclusions. So, the matter's been referred to me to make 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've decided not to uphold Mrs E's complaint and I'll explain why.

Mrs E says she had a problem with the flush mechanism on her toilet and BG attended to repair it. And she says the engineer wanted to replace the top mechanism, but she wanted the repair to be done in the same way it had for another toilet in her house previously.

Mrs E also says the engineer told her the way she wanted the toilet repairing had the potential to crack the cistern, so she would need to sign a disclaimer before the repair could be done in that way. She says she hadn't been asked to sign a disclaimer when the other toilet was repaired in the same way. And she says her policy doesn't contain anything saying BG can require her to sign a disclaimer. So, she says she doesn't think BG's entitled to require her to sign one.

Mrs E's now told us BG recently attended and carried out the repair in the way it had recommended, without her signing a disclaimer. She says this has resulted in a leak, as she'd predicted. And she says this reinforces her argument that BG should've carried out the repair in the way she'd asked it to, without requiring her to sign a disclaimer.

I note the leak referred to above is now the subject of a separate complaint by Mrs E, so I won't say anything here about that issue.

As is often the case with home emergency repairs, it appears there was more than one possible way of repairing Mrs E's toilet. It also appears BG considered Mrs E's preferred method carried a greater risk of damaging the cistern, than the way it wished to deal with the matter. So, it declined to carry out the repair in the way Mrs E wanted, unless she signed a disclaimer first.

I acknowledge Mrs E's policy doesn't contain a term specifically saying she may be required to sign a disclaimer before BG carries out a repair. And I acknowledge Mrs E says she wasn't asked to sign one before a similar repair was carried out previously. But I don't think it's unreasonable for a home emergency insurer to require this before it carries out a repair which it considers risks causing other damage.

It's clear BG considered Mrs E's preferred method of repairing her toilet risked cracking the cistern. So, I think it was reasonable for BG to require her to sign a disclaimer before it would carry out the repair in this way. And I don't think what Mrs E's told us about what happened when BG carried out the repair in its preferred way, without her signing a disclaimer, makes any difference in this respect.

So, for these reasons, I can't uphold Mrs E's complaint.

my final decision

I don't uphold Mrs E's complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or reject my decision before 1 December 2017.

Robert Collinson
ombudsman