

complaint

Miss L complains about the service provided by British Gas Insurance Limited when she made a claim on her home emergency policy.

background

Miss L had a problem with her boiler. She called British Gas to request a visit from an engineer, but British Gas didn't arrange an appointment until a second call was made, later that day.

When the British Gas engineer was on his way, he called Miss L and told her he might need some parts to carry out a repair, and he might not have every part in his van.

When the engineer arrived, he identified a problem, and had to remove the fan to carry out a repair. The engineer said that he needed some parts, and would have to return the following day to complete the repairs. In the meantime, he said the boiler wasn't safe to operate.

The engineer went to get something from his van. When he tried to get back into the property, Miss L wouldn't let him back in. The engineer said he needed to carry out some safety checks on the boiler. Shortly afterwards, he returned with the police but he still couldn't get in. Because he was concerned that the boiler wasn't safe, he arranged for the gas supplier to cut off the supply.

Miss L complained. She said the engineer didn't know what he was doing, so she told him either to fix the boiler or leave – and asked him to leave when he said he couldn't fix it. British Gas said Miss L shouted at the engineer, was abusive to him and wouldn't let him complete the repair. As a result, British Gas cancelled her policy and refunded her premium. It said it had a duty to ensure the boiler was safe, and to ensure the safety of its staff. It wouldn't put staff in a position where they were at risk of being abused or threatened.

Because British Gas hadn't arranged an appointment when Miss L first called them, and didn't address every point she raised in its response to her complaint, it offered her £60 compensation.

When Miss L complained to this service, our adjudicator said it was reasonable for British Gas to cancel the policy. And he thought the compensation was reasonable. Miss L disagreed and has requested a review. She doesn't accept that she was abusive and says the problems were due to the engineer not knowing what to do – she found another engineer who was able to repair the boiler without difficulty.

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 terms say that the policyholder has to allow access to their property to allow repairs to be carried out. British Gas won't carry out work if there is a health and safety risk, which includes where there is harassment or abuse of staff. And it may cancel the policy in some circumstances, including where access isn't given or where there are health and safety issues.

British Gas says its engineer intended to return the following day to complete the repair. The reason this didn't happen is because Miss L became abusive, and that meant the engineer wasn't able to carry out safety checks on the boiler. I think it was reasonable in the circumstances for British Gas to decide it wouldn't carry out further work, and to cancel the policy.

I appreciate that Miss L says the engineer damaged her boiler. But he was prepared to complete the repairs, and wasn't given the opportunity to do that because she wouldn't allow him back into the property.

Finally, I agree the £60 British Gas offered was a reasonable amount to compensate Miss L for the initial delay in arranging an appointment, and the failure to address all her concerns in its reply to her complaint.

my final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 15 February 2016.

Peter Whiteley
ombudsman