

complaint

Mr and Mrs G complain that following a service visit, British Gas Insurance Limited (BG) left them without a working boiler and also terminated their HomeCare policy.

background

Mr and Mrs G had a HomeCare policy with BG which provided cover for their boiler and heating system. This also provided them with an annual boiler service. On 16 January 2019, a few days into their new policy year, a BG engineer (engineer J) came to undertake the annual service of their boiler.

Mrs G has said that when engineer J arrived, he complained about the difficulty of working on this type of boiler and that he only had a 30 minute time slot for the job. She says he became threatening towards her, and after examining the boiler, he said he'd have to condemn it and cut off her gas supply. Mrs G didn't want him to do this so she called her husband who was working nearby and asked him to come home.

When Mr G arrived, he asked engineer J to leave as his wife was now very upset. Mr G took engineer J's tools outside. Mrs G says that engineer J then became aggressive towards Mr G so the police were called. The police spoke to engineer J who alleged that he'd been assaulted by Mr G when leaving the property.

According to Mrs G, while the police were there, an engineer from the gas utility company (engineer W) arrived to cut off the gas supply to the boiler as it had been condemned. He found a leak, which meant that the gas would have to be cut off at the mains.

According to BG, Mr G phoned the police after throwing the engineer's tools out of the front door, and whilst the engineer was leaving through the front door, Mr G punched or pushed him in the back. Engineer J phoned his manager, who sent another engineer, engineer A, to join him. The police then arrived, and took statements from engineers J and A.

The police went inside and spoke to Mr G and on their return they asked engineer J if he wanted to pursue an assault charge, which he said he didn't. The gas utility company was called as Mr G was refusing to allow engineer A to switch off the gas supply. Engineer W entered the property to isolate the gas to the boiler, and engineer A then entered the property with the police to put the boiler back together to make it safe if the power was switched on. It says its engineer was right to try to cap the boiler.

BG also says that when its service manager contacted Mr G by phone to discuss the incident, Mr G used threatening language during the call and it was discontinued.

Mr and Mrs G complained to BG about the incident. BG addressed their complaint and referred to its own investigation of it. As its engineer had claimed he was assaulted, it cancelled Mr and Mrs G's HomeCare policy with immediate effect because of aggression towards a member of its staff. It referred them to a term of their policy which states:

"Working in dangerous or unsafe conditions

We won't start or continue doing any work in your home if we believe there's a health and safety risk, for example: hazardous chemicals, pest infestations, verbal or physical abuse, or harassment. And we won't return to finish the work until that risk is gone."

Mr and Mrs G say that their boiler had been working fine before the annual service visit. Engineers had in the past complained about the difficulty in working with this make of boiler, but when parts had been needed they'd always been available and repairs had been made when necessary. They'd been left with no gas supply and so no heating or hot water. In addition, their HomeCare policy had been terminated.

Mr and Mrs G believe they've been treated very badly by BG and complained to this service. Our investigator was satisfied that BG had acted in line with the terms and conditions of their policy.

Mr and Mrs G don't agree with our investigator's view. They say that apart from everything else they had to go through, they were left with a gas leak. They've asked that their complaint be referred to an ombudsman so it's been passed to me to make a 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'm not going to uphold Mr and Mrs G's complaint and I'll explain why.

When undertaking the annual service of Mr and Mrs G's boiler, it was engineer J's assessment that it should be condemned. Mr and Mrs G disagree with the necessity for this. They also say they were left with a gas leak. But they haven't provided any evidence to support this. They've merely stated that that is what engineer W said. But even if this were to be correct, I can't conclude that BG was responsible for this. Its engineer had been asked to leave by Mr G, so he'd have been unable to undertake any checks for leaks, and in any event, the gas utility company then attended as did BG's engineer A, so any leak would've been for a very short period of time as the gas supply was then cut off at the mains.

In the absence of any evidence to the contrary, I therefore can't say that BG was wrong in condemning the boiler. And if its engineer's opinion that this was necessary was reasonable, then it was correct that the gas supply be turned off and capped for safety reasons. I also consider that there's insufficient evidence that BG was responsible for a gas leak, or if it was, that Mr and Mrs G were exposed to any harm as a result. So I'm not upholding these parts of Mr and Mrs G's complaint.

As to the complaint that BG has cancelled their HomeCare policy, I think that in the circumstances BG has acted in accordance with the terms of the policy. Apart from that section of the policy quoted above, the policy also states:

"When we can cancel

We can cancel your agreement or product if:

- You put our people's health and safety at risk, for example, physical or verbal abuse"***

So I don't consider that BG has acted unreasonably here given the outcome of its investigation.

Mr and Mrs G didn't provide any evidence that might suggest that BG's diagnosis of a problem with their boiler that required it to be condemned was incorrect, or that they were left with a gas leak. They've only said that their boiler was working fine before the service

visit. Mr and Mrs G have been asked on a number of occasions by our investigator and myself to provide any information that supports their complaint but they haven't done so.

I appreciate that Mr and Mrs G have been facing a considerable amount of stress because of their respective jobs and the effects of the current pandemic, and I have taken into account their email of 9 November. However this service cannot keep complaints open indefinitely. Mr and Mrs G have been allowed six months within which to provide this information which I consider to be a sufficient period of time, so I'm now issuing my final decision.

my final decision

For the reasons I've given above, I'm not going to uphold Mr and Mrs G's complaint and I don't require British Gas Insurance Limited to do anything.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs G to accept or reject my decision before 16 December 2020.

Nigel Bremner
ombudsman