

## The complaint

Mrs J complains that the actions of British Gas Insurance Limited (BG) forced her to have to cancel her boiler and gas fire policy. Mrs J is represented by her son Mr J.

## What happened

Mrs J has been a customer of BG for many years. Her policy includes an annual service of her boiler and a gas fire.

In mid-September 2023, Mr J booked an appointment with BG after Mrs J's gas fire stopped working properly. Mrs J was also due her annual service, so it was agreed that the visit would cover both. However, on the day, the engineer (E1) informed Mr and Mrs J that he didn't have time to complete both and could only complete one. It was agreed that E1 would repair the gas fire. E1 attempted a repair and whilst it appeared to be working properly on departure, it ultimately didn't fix the problem.

A couple of days later, E1 returned to complete the annual service. However, E1 left without completing the work or speaking to either Mr or Mrs J.

Mr J contacted BG and a further appointment was arranged for a few days later. Two engineers (E2 and E3) attended for this visit. Mr J has said that one of the engineers (E3) was obnoxious and antagonised them during the visit and upset Mrs J. They were unable to repair the gas fire and Mr J believes they made it worse. Mr J contacted BG as he was unhappy with E3's behaviour. BG arranged a further visit and E2 and E3 were sent again. Mr and Mrs J were unhappy that the same engineers had been sent and refused them entry.

Mr J called BG again to complain and another visit was arranged. However, prior to the visit happening, a regional manager for BG's engineers contacted Mr J about what had happened. It was raised that Mr and Mrs J had been aggressive towards one of the engineers on the last visit. Mr and Mrs J have disputed this. BG informed Mr and Mrs J that due to safety concerns for their engineers, for a temporary period going forward, two engineers would have to attend any call-outs. Mr and Mrs J were unhappy with this as Mrs J said she felt vulnerable and uncomfortable with two engineers in her property.

Mr J raised a complaint with BG. He said that staff at BG have engaged in a concerted effort by various insidious means, to persuade Mrs J to terminate her contract. The complaint wasn't upheld. BG reiterated that two engineers would be needed for future visits, but this would only be a temporary measure. Mr and Mrs J were still unhappy and so brought the complaint to our service.

Our investigator didn't uphold the complaint. They said that Mrs J owned 3 gas fires and alternated which one she got serviced each year which wasn't covered under the terms and conditions. He said that he didn't think it was incorrect for the BG engineer to point this out and this caused some of the tension between both parties. He also said he didn't think it was unreasonable for BG to send two engineers due to reported aggression. Mr and Mrs J didn't agree with our investigator's outcome. They felt the investigator had gone off on a tangent

about what the policy covers. Mr J also said that the investigator had ignored all the salient points. As no agreement could be reached, the complaint has been passed to me to make a final decision.

### **What I provisionally decided – and why**

I previously issued a provisional decision on this complaint as my findings were different from that of our investigator. In my provisional decision, I said:

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

*Based on what I’ve seen so far, I intend to uphold Mrs J’s complaint. I’ve explained the reasons why below.*

*At the outset I acknowledge that I’ve summarised this complaint in far less detail than Mr and Mrs J have, and in my own words. I’m not going to respond to every single point made. No discourtesy is intended by this. Instead, I’ve focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it’s an informal dispute resolution service. If there’s something I’ve not mentioned, it isn’t because I’ve overlooked it. I haven’t. I’m satisfied I don’t need to comment on every individual point to be able to reach an outcome in line with my statutory remit.*

*Based on what I’ve seen, I think it’s clear that the relationship between Mr and Mrs J and BG has broken down. I wasn’t at Mrs J’s house when the engineers visited and so it’s difficult to know exactly what happened. I can only rely on the testimonies provided.*

*Just prior to E1’s arrival on his second visit, Mr J has told us that he had some bad news about his job. There is agreement that whilst in a different room to the engineer, Mr J threw something against the wall. I accept that Mr J didn’t have any intention to make the engineer feel threatened during the visit. However, in their visit notes, the engineer stated “Customer became very aggressive and irate no work done on visit”. I think it’s clear that the engineer felt threatened, and they were entitled to feel this way. I don’t think it was unreasonable that the engineer left in the circumstances.*

*At E3’s second visit to the property, the visit notes simply state “Customer refuse to give access”. E3 reported directly to his manager about Mr and Mrs J’s conduct. The manager has said that she also spoke to E2 and they confirmed what E3 had told her.*

*BG have a responsibility to ensure the safety of their staff. I also understand that Mrs J is elderly, vulnerable and is reliant on having working heating in colder months. Based on the reports by BG’s engineers, I don’t think it was unreasonable for BG to require two people to attend on a temporary basis for any required visits. BG said this could be an engineer with the regional manager. I would like to point out that this isn’t me saying that I believe that either Mr or Mrs J verbally abused any BG engineer. It’s based on BG’s decision on how to deal with reported abuse and feeling threatened from more than one source. BG’s offer was ultimately refused by Mrs J as she didn’t think there was a threat at her property that required two people to attend. I note that BG had agreed for E3 to not attend going forward but it was still declined by Mrs J.*

*As a result of there being a disagreement, Mrs J decided to cancel her policy with BG. Whilst I can understand why she did this, I can’t say that this was because BG did something wrong or acted unfairly. I don’t think BG acted in a way to try to coerce Mrs J to cancel her policy.*

*However, After E3’s first visit to the property, Mr J raised a complaint with BG and informed*

*them Mrs J didn't want E3 to visit her property again. BG advised Mr J that they would provide feedback to E3 and make a note on their system about the request. BG has acknowledged that their agent shouldn't have done this without speaking to E3's manager first. They say if they had, this wouldn't have been agreed to as E3 was the only engineer willing to visit the property. Whilst I accept this was the case, there was a failing by BG on two occasions. Initially by not clarifying this with E3's manager and then secondly when assigning E3 to visit Mrs J's property on a second occasion without informing Mrs J first.*

*Whilst I think Mrs J would still have ended up deciding to cancel her policy. It would have saved Mrs J the distress caused when E3 turned up at her property after she'd asked for him not to and the inconvenience that followed as a result."*

I set out what I intended to direct BG to do to put things right. And gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

### **Responses to my provisional decision**

Neither Mrs J or BG responded to the provisional decision by the deadline.

### **What I've decided – and why**

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

I've thought carefully about the provisional decision I reached. Having done so, and as neither party has provided anything which could lead me to depart from my provisional decision, my final decision remains the same as my provisional decision, and for the same reasons.

### **Putting things right**

BG should pay Mrs J £50 compensation for the distress and inconvenience caused.

### **My final decision**

For the reasons I've explained above, I uphold this complaint and direct British Gas Insurance Limited to put things right by doing as I've said above, if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 20 December 2024.

Anthony Mullins  
**Ombudsman**