

The complaint

Mrs P and Mr P are unhappy that British Gas Services Limited (BG) won't refund their policy premium after it failed to complete an annual boiler service.

What happened

Mrs P and Mr P had HomeCare Two, including annual boiler service, with BG. It was a joint policy but, for ease and as Mrs P dealt with the complaint, I will refer only to her throughout my decision.

Mrs P complained to BG because it hadn't completed her annual boiler service within the policy year. Although a service was booked in, BG had to reschedule and didn't attend before the end of the year.

Mrs P asked BG to refund her policy premiums. BG refused because it had tried to reschedule the service but Mrs P had declined the appointments offered. Mrs P cancelled her policy.

Our investigator didn't uphold the complaint. He thought that BG had provided enough notice of the need to reschedule and it couldn't be held responsible for Mrs P's refusal to agree a new appointment. He thought that BG's offer to complete the service even after Mrs P had cancelled the policy was fair, so he didn't think it needed to do any more.

Mrs P disagreed and asked for consideration to be given to BG's failure to complete a service during 19 months of the policy.

The complaint was passed to me to decide.

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.

While I realise she will be disappointed with the outcome, I've decided not to uphold Mrs P's complaint. I'll explain why.

The key issue, here, is that Mrs P doesn't think BG provided the annual boiler service she was entitled to under her policy.

The policy defines the annual service as:

*“- a check in each **period of agreement** to ensure that your gas boiler, appliance or **central heating**, and ventilation is working safely and in line with the relevant laws and regulations. “*

The period of agreement is not a calendar year. It is defined in the policy as:

*“- the day your **agreement** starts until your **agreement** runs out, as detailed on your **statement**.”*

The policy conditions say:

*“Your **annual service** may be more than 12 months after your last service visit. In periods of local or national high demand for our services (such as cold weather), we prioritise breakdowns and may need to rearrange your annual service.”*

I think the terms and conditions of the policy are clear – an annual boiler service will be completed within the policy year but that won't necessarily be within 12 months of the previous service. So, in Mrs P's case, her policy ran from November to November. She had a service in March, roughly halfway through her policy year. The next service was booked for October the following year. That was indeed 19 months from the previous service, but it still fell within the policy year because it was arranged for completion before the policy year ended in November.

I'm satisfied that BG arranged the service within the policy year in line with the terms, but the appointment was cancelled. BG gave Mrs P two days' notice, explaining that it was due to demand for emergencies.

I've looked at the policy to see what should happen in these circumstances. It says:

“Reasonable timescales

*We'll carry out any **repairs** or visits you're entitled to within a reasonable time, unless something beyond our control makes that impossible – in which case we'll let you know as soon as possible and give you another time when we can visit.”*

While I can understand that Mrs P was frustrated that her annual service appointment was cancelled, I think BG provided enough notice, and in line with the policy. I also think it was reasonable that BG prioritised emergency appointments over a routine service appointment.

BG offered Mrs P two alternative dates for her service appointment, both of which were still within the policy year. She declined both. BG then offered to complete two services during the following policy year. Mrs P declined and cancelled her policy.

I've thought carefully about BG's offers to Mrs P and whether they were in line with the overall policy. When arranging an appointment, the terms of the policy say BG will,

*“try to contact you up to three times. If we don't hear back from you after the third time, we won't try again and won't refund the cost of the missed **annual service**. You can still contact us at any time to book it. “*

I appreciate that these weren't three different occasions, but BG did make three different offers to Mrs P so that it could honour the contract. In fact, it went on to offer another option, which was to provide the service even after Mrs P had cancelled the policy and she was no longer a BG customer. I think BG made a fair and reasonable attempt to provide the service Mrs P had paid for but, because she rejected its offers, it wasn't able to fulfil that part of the contract. The terms say that BG won't refund the cost of the missed service if Mrs P fails to arrange the appointment after its attempts have failed. So, in these circumstances, where its attempts to agree a service appointment failed, I think it's reasonable that BG refused to refund the premium.

In summary, I think that BG made fair and reasonable attempts to provide the service Mrs P paid for. While I can understand that there will always be an element of frustration when an

agreed appointment needs to be rescheduled, I don't think there is anything more BG needs to do in the circumstances.

My final decision

For the reasons given above, my final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mrs P to accept or reject my decision before 17 December 2020.

Debra Vaughan
Ombudsman