

The complaint

Mr S complains that British Gas Services Limited (BG) failed to carry out annual boiler services in time and didn't look into his complaint about it properly.

What happened

Mr S had a service and emergency breakdown package for his central heating boiler. The policy renewed on 21 September and provided for a service of the boiler in each policy year. He says he didn't receive reminders in 2019 before he booked a service using BG's online system on 19 October 2019 for 21 January 2020. The service should have been carried out sometime before 21 September 2020 to be in the policy year.

Mr S made a complaint a few days later by email saying BG hadn't sent a reminder about a service and it was now late three years in a row. He received an automated acknowledgment. On 29 November 2019 Mr S called BG, it said the complaint hadn't been allocated. He called again on 30 December 2019. BG reassured Mr S about safety aspects. It said it could bring the service forward and book another service in 2020 to balance the servicing out to around May/June from 2021. It apologised for the delay in looking at his complaint and said it would be allocate this as soon as possible.

BG then postponed the service booked for January 2020 until March 2020. Mr S called BG on 20 January 2020 and the service was rearranged for 3 February 2020. BG considered the complaint and apologised for the delays. It offered to book a further service later in the year and to pay £30 compensation for the inconvenience of the rescheduled appointment. Mr S wasn't satisfied by this. BG offered a further £65 compensation for the late service, saying this was what it charged for a boiler service.

Mr S rejected this. He said BG hadn't learnt anything from his previous complaint and he felt let down by repeated service failings and on safety grounds. Mr S also felt the lack of servicing may impact the resale value of his property. Mr S says he got no initial response to his complaint and had to chase BG up about it on several occasions.

Mr S referred his complaint to our service. Our investigator didn't uphold it, saying BG's offer of £95 was fair. He said BG had serviced the boiler in line with the policy terms even though some were more than twelve months apart, except for 2018/19 which was both late and outside the policy year. He said BG's records showed it had sent letters in July and August 2019 asking Mr S to book an appointment. Another letter was sent on 23 September 2019 saying it wouldn't contact him until his next service was due but that he could book an appointment in the meantime. Our investigator said sending these reminders met BG's obligations under the policy and it hadn't needed to offer the £65 for the late service, so it had acted reasonably.

Our investigator said he didn't think the delay in BG dealing with the complaint had impacted Mr S in terms of meriting compensation.

Mr S said he hadn't had any reminders and asked why BG hadn't mentioned sending them earlier. He said BG had paid the same compensation when he had complained about the same issues previously so it wasn't learning anything. He wasn't happy at the time it took BG to look into his complaint and further delays thereafter.

As Mr S doesn't agree it has come to me to decide.

What I've decided – and why

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of the complaint. Having done so I do not uphold the complaint.

I know my decision will disappoint Mr S but I need to consider whether BG has acted fairly and reasonably in line with the terms and conditions of the policy, the law and industry good practice in its dealings with Mr S and I think it has.

The contract between Mr S and BG is set out in the terms and conditions (T&Cs) of the policy and policy schedule. The policy provides for an annual service within the policy year. I understand Mr S's frustration and concern that actual services were further apart than annually. But only one service wasn't provided within a policy year and BG has offered compensation for that. I think that some of Mr S frustration is due to the delay in being able to book convenient appointments, but there will always be issues fitting around each party's availability.

BG's records do show it issued reminders to book a service. Doing so meets the requirements set out in the T&C's. Mr S says he didn't receive these and he refers to this in his email to BG, so I don't doubt what he says. But they appear to be correctly addressed and as most post is successfully delivered I don't think BG has acted unreasonably in using this method here.

Mr S says BG hasn't learned from his previous complaint. As a business BG can choose the processes and procedures it puts in place and I think it did act in accordance with them here. What I'm considering here is whether or not following these processes led to a fair outcome for Mr S in the individual circumstances of this complaint and I think it has.

In offering to refund the £65 service fee cost BG has done more than it needed to under the T&C's and offered a further £30 for the cancelled appointment. I think this is fair and reasonable in the circumstances.

Mr S isn't happy with BG's service but it did act within the T&C's of the agreement except for the late service for the 2018/19 policy year. It has offered compensation that isn't required under the T&C's and further compensation for the cancelled appointment to give £95 in total. I understand this offer is still available to Mr S. I think this is fair and reasonable in the circumstances and won't be asking it to do more than this.

My final decision

My final decision is that I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 27 July 2020.

Nigel Bracken
Ombudsman

