

## The complaint

Mr J complains that British Gas Services Limited failed to service his boiler within the timescales agreed in his insurance contract.

## What happened

Mr J had a Homecare agreement with British Gas which he renewed annually. As part of this policy British Gas agreed to undertake an annual boiler service. In 2018 Mr J had his boiler serviced in September, so he tried to book his 2019 appointment for around the same time. But when he tried to book this, the earliest British Gas could offer him an appointment was November – outside of his policy year. Mr J booked the appointment but the day before British Gas cancelled. And the earliest it could reschedule this for was February 2020.

Mr J didn't think this was fair, so he complained to British Gas. British Gas offered Mr J £20 for the inconvenience of rescheduling his boiler service. But said that the terms and conditions of his policy said British Gas can reschedule services due to a high volume of breakdown's and emergencies. British Gas also noted it had agreed to offer an additional service within the next contractual year to ensure he didn't miss out.

Mr J remained unhappy, so he brought his complaint to our service. Our investigator upheld his complaint and asked British Gas to refund the cost of the service at £65, in addition to the £20 British Gas had already offered to pay.

British Gas disagreed, so the matter's been 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.

I'm aware two similar complaints that have been brought to the Financial Ombudsman Service have been highlighted by British Gas and our investigator – one was upheld and the other wasn't. But my decision is based purely on the particular circumstances of Mr J's complaint.

Mr J's policy states that *'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.'* British Gas has advised that this was the reason for needing to reschedule Mr J's first appointment, as demand was high in the winter months. The fact British Gas needed to reschedule does not seem unreasonable to me.

The policy also says *'your annual service may be more, or less, than 12 months after your last service visit.'* So, I don't think the fact Mr J's service took place over a year later is necessarily unfair. But this isn't the crux of Mr J's complaint. His complaint is that the service took place months after he tried to schedule it and way outside his contractual period.

So, it seems to me that the main issue is whether this delay was reasonable. The policy terms and conditions state that British Gas will *'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.'*

British Gas clearly notified Mr J and rescheduled his appointment. So, it acted in line with the terms and conditions here. But the appointment was rebooked for February 2020 – 5-6 months after Mr J tried to book an appointment, and months after the end of his contract. I fully appreciate that winter is the busiest time for British Gas and that demand in this season is higher. This will lead to circumstances where appointments have to be rescheduled. But I don't think this was a reasonable timeframe. I say this keeping in mind that higher winter demand is to some extent predictable. And I think the appointment was so far outside of the policy year, that this was unfair.

I've then thought about how to put things right. Mr J's boiler service was part of an overall contract with British Gas. And although significantly delayed, Mr J has now received his service. British Gas has also assured him that he'll also receive a further service within his 2019/2020 contractual period. And on this basis, I don't think he's lost out financially. But I do think this has caused Mr J some trouble and upset. I'm aware British Gas has offered to pay Mr J £20 for the inconvenience of cancelling the November 2019 appointment. But I think British Gas should pay Mr J an additional £45 to take into account the frustration caused by the extended delay.

### **My final decision**

For the reasons I've given above, I uphold this complaint.

I'm aware British Gas Services Limited has already offered to pay Mr J £20 compensation and still provide Mr J with a boiler service within his 2019/2020 contractual period. I direct British Gas Services Limited to do this, if it hasn't already done so. I also direct British Gas Services Limited to pay Mr J an additional £45 for the distress and inconvenience caused by the unreasonable delay.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 8 September 2020.

Jade Cunningham  
**Ombudsman**