

The complaint

Mr N complains about the service provided by British Gas Insurance Limited under a home emergency insurance policy.

What happened

Mr N renewed his home emergency policy with British Gas in May 2018 and his boiler was serviced in July of that year. Mr N renewed the policy again in May 2019 and he called British Gas in October of that year to ask when he last had a service and when he should expect another. He was told that after a first visit, the next service would be due 15 months afterwards. Mr N complained that he'd not been told this before and even though he'd now paid 15 monthly payments since his last service, his boiler hadn't been serviced again.

British Gas said Mr N's policy set out that his annual service would be carried out once every contractual period which means it can be over 12 months between visits. It apologised for telling him his next service would be due 15 months after the last visit. It accepted this was wrong. Mr N wasn't happy with this and came to this service.

Our investigator thought British Gas had acted within the terms of Mr N's policy. His agreement ran for 12 months from May 2019 and it therefore had until May 2020 to complete the service on his boiler, even though the last service was in July 2018. She noted that Mr N's boiler had been serviced in December 2019. But she also thought British Gas should pay Mr N £50 to recognise the anxiety and confusion it had caused by giving him the wrong information about when his service was due.

British Gas didn't agree with the investigator's view. It accepted it had made a mistake but didn't think this had caused any detriment to Mr N. So, the complaint has been passed to me to make a final decision.

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.

Having done so, I've come to the same conclusion as our investigator and for largely the same reasons. Let me explain why.

Mr N's home emergency policy says:

'annual service

- 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. See page 28 for more details'

Page 28 of the same document includes the following:

'Your annual service may be more, or less, than 12 months after your last service visit.'

The renewal letter British Gas sent to Mr N in April 2019 also included a note to say that the annual service may be more than 12 months apart.

Mr N's period of agreement ran between May 2019 and May 2020. So, I don't think British Gas has acted unfairly by saying he was due an annual service at some point within those 12 months. I recognise his previous service had been carried out in July 2018 but his policy explains that an annual service may be more, or less, than 12 months after the last service. And, in light of the commitment to provide the annual service with the period of agreement, I don't think British Gas has acted unreasonably in not servicing his boiler again until December 2019.

But British Gas accept it gave Mr N the wrong information in October 2019 when it said his next service would be due 15 months after the previous one. It's clear from the evidence this confused Mr N and led him to believe his service was overdue. He said this made him angry and upset as he believed he'd paid for a service he'd not received. British Gas has apologised for the mistake it made but I think it should do more to reflect the trouble and upset caused.

Putting things right

In light of the above, I think British Gas should pay Mr N £50 to recognise the stress and worry caused by its mistake.

My final decision

My final decision is that this complaint should be upheld. In order to resolve Mr N's complaint, British Gas Insurance Limited should pay Mr N £50 for the trouble and upset caused by its poor service.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 9 December 2020.

Richard Walker
Ombudsman