

The complaint

Mrs S has complained that British Gas Insurance Limited (British Gas) didn't carry out an annual service on her boiler under her home emergency policy.

Mrs S is represented by Mr S on this case. For ease, I will normally only refer to Mr S.

What happened

Mr S arranged an annual service under Mrs S's British Gas policy. The appointment was rescheduled a few times. So, Mr S complained to British Gas.

When British Gas replied, it said it was cancelling all non-essential engineer visits due to Covid-19. This included annual services. British Gas said it would continue to collect payments because it would still attend if there was an emergency. However, it said if Mr S was experiencing financial hardship, he could take a payment holiday of up to three months.

British Gas then sent a further response which said that when a repair was carried out on the boiler, an annual service was also carried out. However, it offered to carry out the boiler annual service again during a visit to deal with a fireplace.

When Mr S complained to this service, our investigator upheld the complaint in part. He said it was reasonable for British Gas to offer to carry out the annual service again when it visited about the fireplace. However, he said British Gas should pay £50 compensation for the cancelled appointments.

As Mr S did not agree, the complaint has been referred to me.

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 uphold this complaint in part. I will explain why.

I've looked at the policy terms and conditions. These said:

“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.”

And

“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.”

Mr S had two annual services that needed to be carried out. One on the boiler and one on a fire. Mr S contacted British Gas to make an appointment. The annual service appointment

was then rescheduled by British Gas due to it prioritising emergency call outs. I think this was in line with the terms of the policy.

British Gas then rescheduled the appointment again a few times. In part, this was because of Covid-19 restrictions meaning it couldn't carry out annual services as these were "non-essential". British Gas also explained that its planning agents weren't aware that in addition to it being an annual service, there was also a problem with the boiler. However, I'm aware that when Mr S contacted British Gas to say his boiler had stopped working, it logged this as a breakdown appointment and an engineer visited the next day.

British Gas' internal records seemed to suggest the annual service on the boiler took place at the same time as the breakdown visit. Those records also show that the annual service on the fire didn't happen during that visit as it was "*non-essential*". Mr S provided the job sheet left by the engineer. The safety summary had been filled out and the engineer had written some comments about replacing a sensor. However, the words "*Annual Service*" were crossed out, none of the "*Additional checks carried out*" boxes were marked and the engineer comments box had a squiggle drawn in it. Mr S also said the annual service wasn't carried out. So, based on the evidence I've seen, I think it's more likely than not that the annual service on the boiler didn't happen at that visit.

The annual services took place about three months later, following the restrictions being lifted and after the period of agreement had expired. In the circumstances, I think it was reasonable for British Gas to carry out the delayed annual services after the period of agreement had expired. I'm aware that during the annual service on the fire, issues were found. However, issues with the fire were looked at by this service as part of a separate complaint, so I won't be commenting on that here.

So, I've thought about all of the above. I can understand that Mr S thought British Gas shouldn't have kept moving the annual service appointment and that, given there was an issue with the boiler, I can see this might have added to his concerns about the delays. British Gas moved the first appointment because of the number of breakdowns it was dealing with on that day, which was in line with the terms of the policy. Covid-19 restrictions then came into force and British Gas wasn't able to carry out annual services for a while.

However, I think that due to an error in British Gas' records it looked like the boiler annual service had taken place during the breakdown visit when it hadn't happened. I think this caused confusion when British Gas responded to Mr S's complaint. Given that Mr S had already had the annual service cancelled on a few occasions, albeit primarily because of government restrictions, I think this added to an already frustrating situation. The onus was then on Mr S to show that the annual service hadn't taken place in order for it to be arranged for a later date, which I don't think was fair. As a result, I think British Gas should pay some compensation.

Putting things right

British Gas should pay £50 compensation for the distress and inconvenience caused by the confusion around whether the annual service took place during the breakdown visit.

My final decision

For the reasons I have given, it is my final decision that the complaint is upheld in part. I require British Gas Insurance Limited to pay Mrs S £50 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 20 May 2021.

Louise O'Sullivan
Ombudsman