

## The complaint

Mr G is unhappy that British Gas Insurance Limited (BG) delayed attending appointments for a boiler service and fault.

## What happened

Mr G had HomeCare Two home emergency insurance, including an annual boiler service, with BG. He booked an appointment for his annual service but, on the day before, it rescheduled for two months later. Mr G complained to BG that the appointment was more than 12 months since the last service.

BG apologised and sent a cheque to cover the cost of the service along with an additional £20 as a gesture of goodwill. Mr G wasn't happy with the response and asked for around £500, roughly the cost of the full policy. BG thought its payment was enough.

A couple of weeks before the rescheduled annual service appointment, the boiler developed a fault. Mr G reported it to BG. The first appointment available was for three days later. Mr G thought it was unacceptable to wait three days for an emergency appointment, especially during winter, and added this to his complaint with BG.

Our investigator didn't uphold the complaint. He agreed that there had been a service shortfall because BG didn't attend to carry out the annual boiler service. But he thought BG had done enough by refunding its value along with a gesture of goodwill. In respect of the three-day delay, our investigator didn't think the delay was significant because the fault was with the timer, so heating should still have been available.

Mr G didn't agree. He said:

- although BG replaced the timer, it was the boiler that was faulty;
- BG hasn't apologised for its poor service despite claiming to have done so;
- while there has been slight variance with the annual service intervals, it has never been as much as four months, which is the main point of his complaint;
- the reimbursement is inadequate; and
- BG didn't respond to his complaint within the required time, without sanction.

I issued a provisional decision in December 2020 explaining that I was intending to uphold Mr G's complaint.

Here's what I said in my provisional decision:

*"I've decided to uphold Mr G's complaint. I agree with what our investigator said for most of the issues raised, but I don't think BG has done enough to address its delay attending to Mr G's request for an emergency repair. I'll explain my reasons here.*

*There's no dispute that BG didn't attend the annual boiler service appointment within 12 months, so the outstanding issue is the compensation paid.*

The policy states:

*“Your annual service may be more than 12 months apart.*

*- a check in each period of agreement to ensure that your gas boiler...is working safely and in line with the relevant laws and regulations.”*

And it defines the period of agreement as:

*“period of agreement*

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

*The policy provides for an annual service, but the terms are quite clear that it doesn't mean the service will be no more than 12 months since the last one. The terms do say that the service should be carried out within the period of agreement. In this case, Mr G's policy year had ended but the boiler service wasn't booked in until around two months later. So, BG hadn't completed the service within the agreement period in line with the terms of the policy. I can see that BG sent a cheque for £85 to Mr G to cover the cost of the missed service and a little extra as an apology. I think that's fair because it's the cost of the service which BG didn't deliver and is, therefore, equal to his loss.*

*Mr G doesn't think the reimbursement is adequate and he says £500 is more appropriate. Mr G paid a little over £400 for the policy, but it covered more than an annual boiler service. It was available for emergencies, and I can see that during the year Mr G used the service for repairs on two occasions. I wouldn't expect BG to compensate Mr G more than he paid for the policy because of its failure to complete the annual service. As explained above, I'm satisfied that the payment of £85 for this issue is fair.*

*BG completed the annual boiler service (earlier than the rescheduled appointment) when it attended to Mr G's report that his boiler had broken. But Mr G is unhappy that it took BG three days to attend to his boiler. Going back to the annual service issue, the policy provides some clarity on why BG might reschedule an annual boiler service at short notice:*

*“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.”*

*It also says that it will, “carry out any repairs or visits you're entitled to within a reasonable time”.*

*I think, in general, it's fair for BG to prioritise a boiler breakdown or emergency over an annual service, and I can see it explained this in its letter to Mr G. So, that leads me to question why, it seems, BG didn't prioritise Mr G's boiler breakdown, and why it couldn't offer an appointment sooner than three days later. BG hasn't been able to provide a call recording from the day Mr G reported that his boiler was broken, and the job sheets have limited information. So, I've based my decision on the evidence available and what's likely to have happened.*

*BG says the timer was faulty and the heating would've been available. Mr G says the engineer updated the timer while he was there, but the boiler was faulty. I've looked at the work records and I can see that the engineer reported a second fault. The information isn't detailed but, based on this, I think it's reasonable to accept that it wasn't just a timer fault.*

*The boiler broke during winter leaving Mr G, who falls within the widely accepted definition of vulnerable, without heating or hot water. In the circumstances, I don't think BG offered an*

*appointment within a “reasonable time”, as set out in the policy terms, so I don’t think it did enough. My role is to try to put Mr G back in the position he would’ve been in had this not occurred. I can’t do that here, so I think it’s fair that BG pays additional compensation for the upset this matter must’ve caused him. I think £100 is a fair amount under the circumstances.*

*I understand that Mr G thinks his boiler wouldn’t have broken if BG had completed the annual service on time. During a service, the engineer would check for signs of leaks or wear, carbon monoxide leaks, and gas pressure. I don’t think it’s fair to expect an engineer to pick up on a fault that might happen.*

*In response to our investigator’s view, Mr G said BG has never apologised for its poor service. I’ve looked at the final response letter that BG sent to Mr G when it investigated his complaint, and I can see that it apologised on four occasions within that letter. While Mr G may have been unhappy with its investigation, I can’t agree that it hasn’t apologised to him.*

*Briefly, Mr G said BG failed to respond to his complaint within the required period. While I’ve taken into consideration any service shortfalls when reaching my decision, I must be clear that complaint handling (and the relevant timescales) is not a regulated activity and as such it falls outside my remit for consideration.*

*In summary, I think BG did enough to compensate Mr G for not completing the annual boiler service within the policy year. But I think it could’ve done more to attend to his broken boiler during the three days he was without heating and hot water. I think a further payment of £100 is warranted and in keeping with awards for complaints of a similar nature.”*

I said I was intending to:

*“uphold Mr G’s complaint and I am minded to require British Gas Insurance Limited to:*

- pay Mr G £100 compensation, in addition to the £85 it has already paid, by way of apology for not arranging to repair his boiler within a reasonable time.”*

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

BG didn’t respond.

Mr G responded to say he’s disappointed that BG isn’t held accountable for the way it handles complaints, but he accepted my provisional 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.

I understand that Mr G is disappointed I can’t look at BG’s complaint handling standards. However, as I explained, it’s not a regulated activity and, therefore, outside my remit.

I’ve looked through the complaint again for completeness. But, in the absence of any further evidence or objection from either party, I see no reason to change my provisional findings.

So, my final decision is the same as my provisional decision and for the same reasons.

**My final decision**

For the reasons I've explained above, and in my provisional decision, I uphold Mr G's complaint.

British Gas Insurance Limited must:

- pay Mr G £100 compensation, in addition to the £85 it has already paid, by way of apology for not arranging to repair his boiler within a reasonable time.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 24 February 2021.

Debra Vaughan  
**Ombudsman**