

The complaint

Mr B has complained about the service provided by British Gas Insurance Limited (British Gas) under his home emergency policy.

What happened

Mr B complained to British Gas about issues with booking an annual service under his HomeCare policy. Mr B wanted the Chief Executive Officer (CEO) to reply to his complaint.

When British Gas replied, it said it had been dealing with a high demand for its services. British Gas said it was unable to promise that its service would improve, but it was unacceptable for it to take two weeks to be able to contact British Gas. It said the CEO had a team who dealt with issues raised.

Mr B's annual service appointment was then cancelled, so he complained again. When British Gas replied, it accepted it had cancelled appointments and said this was permitted under the terms and conditions of the policy. It offered £260 compensation, which included £65 for the annual service on the boiler and a further £65 for a missed annual service on Mr B's gas fire.

Mr B complained to this service. Our investigator said British Gas had dealt reasonably with Mr B's complaint and that the amount of compensation offered was fair in the circumstances.

As Mr B 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 think British Gas dealt with this complaint fairly. I will explain why.

Mr B complained about the level of service he received from British Gas and that there was an increasing time gap between annual services. This meant they were now more than 12 months apart. Mr B also had problems with contacting British Gas.

I've looked at the policy terms and conditions. These said that an annual service would take place during each "*period of agreement*". This meant that so long as an annual service took place during that period, British Gas had done what it said it would, even if those appointments were more than 12 months apart. So, I haven't seen anything that shows British Gas did anything wrong by offering Mr B annual services more than 12 months apart.

British Gas accepted it shouldn't have taken two weeks for Mr B to be able to contact it to make an annual service appointment. I can understand Mr B's views about not being able to get through on the phone and when his webchats were terminated before they were completed or that it wasn't possible to start one in the first place. I can see that this would

have added to Mr B's overall view of the service provided by British Gas and that this affected his ability to arrange the annual service offered under the policy.

British Gas then cancelled the annual service appointments. This was due to the availability of engineers and then Covid-19 restrictions. I'm also aware that Mr B said another appointment had been cancelled, although British Gas couldn't find evidence of this.

I've looked at the policy documents. These said "*we prioritise breakdowns and may need to rearrange your annual service*". So, I think British Gas had explained that annual services would sometimes need to be rearranged and the reason for this. For the first cancelled appointment, Mr B said he had a missed call from British Gas and he said it didn't explain the appointment had been cancelled. It was only when Mr B then spoke to British Gas to discuss his complaint that he was told about the cancellation.

I've thought about this carefully. I can understand Mr B's strong views about this. However, Mr B knew the appointment had been cancelled about a week before it was due to take place. I'm aware that the situation could have been different if Mr B hadn't spoken to British Gas, but I can't consider hypothetical situations or make a finding on that possible scenario.

Another appointment was then moved from its original date to a week later due to the availability of engineers. It was then cancelled due to Covid-19 restrictions. I can understand Mr B's views on this, but I can see that he was told in advance about the appointments not being able to take place as scheduled. I'm also aware that the Covid-19 restrictions were outside of British Gas's control. So, I think British Gas did what it could in the circumstances. However, I'm aware this meant that Mr B's boiler hadn't been serviced.

Given what had happened and that it might be difficult to guarantee when the annual service would take place, British Gas offered Mr B £260 compensation in total, including £65 for the cancelled boiler annual service and £65 for the cancelled gas fire service. Mr B said he wanted the full annual premium refunded. I've thought about this. The policy provided two elements: an annual service and an emergency call-out service. Mr B didn't make use of the emergency call-out element, but I'm aware this service was available to him had he needed to make use of it. So, I don't think it would be fair for me to say that British Gas should refund the full amount.

I've also thought about whether £65 was a reasonable offer for each of the missed services and I think that it was. British Gas has said this is how much the annual service costs as part of the policy. This is also the figure given in the policy booklet as the cost of that element. So, I think it was reasonable for British Gas to offer that amount. I should also add that even if British Gas cancelled another annual service appointment, as Mr B said it did, I still wouldn't have said that the whole premium should have been refunded. In my view, the appropriate action was to refund the cost of the annual service and consider whether there was other compensation payable, which was what British Gas did.

I also think the £130 that made up the rest of the compensation was reasonable based on what happened and the overall distress and inconvenience caused to Mr B by the range of issues with trying to arrange the annual service.

Mr B has also said British Gas should publish more details on its website about how to get in touch and that the CEO should have responded to him. However, it isn't within the remit of this service to require British Gas to do either of these things. Businesses are allowed to decide their own policies on how they operate, subject to any requirements set by the regulator, the Financial Conduct Authority.

So, having considered the circumstances of this complaint, I agree that Mr B was provided with poor service by British Gas. However, I think British Gas appropriately dealt with this through the compensation offered. As a result, I don't require British Gas to do anything further.

My final decision

For the reasons I have given, I don't require British Gas Insurance Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 22 April 2021.

Louise O'Sullivan
Ombudsman