

## **The complaint**

Mr C complains that British Gas Insurance Limited ('BG') have treated him unreasonably by not providing the services he paid for as part of his Homecare policy.

## **What happened**

Mr C had an existing HomeCare Four policy with BG which he'd had for several years. It provided cover for his boiler and central heating - including an annual service - plumbing, drains, home electrics and kitchen appliances.

In May 2018, BG attended Mr C's property to carry out their annual boiler service. In May 2019, Mr C arranged for the BG engineer to undertake the next annual service, however BG cancelled the agreed appointment. BG then offered Mr C alternative dates but as these were over a month later and Mr C was unable to rebook due to his flexible work schedule.

Then in December 2019, Mr C needed to use the policy as his cooker had broken. He tried to arrange an appointment for a BG engineer but was unhappy with the appointment he was offered. So Mr C complained and was given an appointment in the next 48 hours.

On the day of the appointment, Mr C had been given a morning slot for the engineer to arrive, however in the middle of the agreed slot BG cancelled the appointment.

Mr C was very unhappy as he'd taken holiday to be available for the appointment. He also felt that the call handlers he'd spoken to at BG had been unhelpful, so he made a complaint. Mr C also purchased a new oven from an online retailer as he didn't want to be without one for the Christmas period, and cancelled his policy with BG. Shortly after this he received a cheque from them for around £80, which they said was the outstanding credit on the account.

When BG didn't respond to his complaint, Mr C asked this service to look into it. He said that he wanted a refund of his premiums as he felt the service, he'd received from BG was so bad that he'd been mis-sold the policy and he felt they should contribute to the cost of the replacement oven.

Our investigator recommended the complaint was upheld in part. He thought that BG had acted in line with their terms when they didn't chance Mr C after three failed attempts for the service appointment. He also said that there wasn't a timescale for booking appointments, and that it was reasonable for BG to prioritise vulnerable consumers and that Mr C could've booked an appointment himself and rearranged it without charge if he couldn't attend.

However, he thought BG had treated Mr C unfairly by cancelling appointments at late notice as Mr C had taken time off work for these. So he thought BG should pay Mr C £100 compensation for the inconvenience.

BG agreed but Mr C didn't. He felt his complaint still hadn't been resolved and didn't think it was fair that BG had continually increased his premiums whilst reducing the level of service. So he asked for an ombudsman to look into his complaint.

I issued a provisional decision on 12 March 2021. I said the following:

*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 decided to uphold it. I'll explain why.*

#### *Poor service/ increased premiums*

*Mr C told us that he felt his policy had been mis-sold because the service that he'd received from BG had been so poor and he hadn't received what he'd actually paid for under his policy. I recognise that Mr C feels frustrated because he wasn't able to benefit from his policy when he wanted to use it - but I don't think this means that the policy was mis-sold. I say this because Mr C would have been able to benefit from the policy had BG been able to attend his property as agreed.*

*Mr C has made it clear when speaking to us that he felt frustrated with the level of premiums he's paid for what he felt was a decreasing level of service. However I can see that on Mr C's renewal documents it says "You have been with us for a number of years. You may be able to get the insurance cover you want at a better price if you shop around". So, I think that the renewal documents explained that Mr C might be able to get a better deal by shopping around if he was unhappy so I can't say BG acted unreasonably here. But what I will be considering is the impact on Mr C from what he feels was the poor level of service BG provided over the last year.*

#### *Annual service*

*I've seen that Mr C booked his annual service appointment in May 2019 and that due to unforeseen circumstances BG cancelled the appointment on the day. I recognise that this was frustrating for Mr C as he'd taken time off to attend the appointment, and that he told us it was difficult for him to rebook the appointment because of BG's future availability. I also acknowledge that Mr C said he found the BG booking system unhelpful.*

*I've looked at the terms and conditions of the policy which say that the annual service is 'a check each year to ensure your gas boiler, appliance or central heating is safe and working properly' So whilst I acknowledge Mr C's comments about his last service being in May 2018, I can't say that BG needed to do the annual service exactly twelve months later.*

*I also recognise Mr C said that he wasn't able to rebook his appointment due to the nature of his job and BG's availability being around a month in advance - which he felt was unreasonable. But I don't agree as I don't think four to six weeks is an unreasonable timeframe for booking a non-emergency regular service.*

*I acknowledge Mr C's frustration about BG cancelling his appointment on the same day, but I don't think it's unreasonable that at times of high demand British Gas may need to rearrange an annual service so they can prioritise the repair of broken-down boilers. And although I recognise Mr C said he found booking online challenging, it's possible this was because there were limited appointments for the times, he wanted and other customers were also trying to book at the same time. I say this because I've seen that some appointments were appearing as booked but not confirmed with BG on their system. So I don't think it's unreasonable these were offered to other customers at that time.*

*As BG offer both online and telephone booking for appointments, I think Mr C could have rebooked at a time that was more convenient for him. I acknowledge what Mr C has said about the restrictions of this because of his job, but I don't think it's fair to hold BG*

responsible for this as it wouldn't be reasonable to expect them to prioritise customers on this basis. And even if Mr C had been offered an appointment sooner, there was no guarantee that he would have been able to attend this due to the same restrictions.

Looking at the terms and conditions, it does say that "When your annual service is due, we'll send you an email, letter, text message or call you to arrange it. We'll try to get hold of you up to three times. If we don't hear back from you, we won't make another attempt, but you can contact us at any time to arrange your annual service." And I've seen that BG already contacted Mr C in January 2020 to acknowledge that they hadn't sent him a reminder in 2019 to rebook his annual service. So they offered him a free service for his boiler at any time in 2020 even though he'd cancelled his policy. So I think BG have done enough with this part of the complaint to put things right.

#### Oven repair

Mr C has told us that his oven needed repairing so he tried to book an engineer online, but the available appointments were too far away. After calling BG to complain, Mr C was given an appointment within 48 hours. However, on the morning of the visit, BG called to cancel the appointment as they needed to prioritise vulnerable consumers.

Mr C said he was then told it would be around six weeks to get an engineer to look at his oven which he didn't think was reasonable. He also said he felt he should've been prioritised for a follow up appointment as his original appointment had been cancelled by BG.

I've looked at the HomeCare terms and conditions which say, "We'll 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". I acknowledge Mr C's frustration that his appointment was cancelled at such short notice. But I have to be reasonable to BG here, as there will be times this may happen due to circumstances outside of their control - and they do make it clear that this is a possibility. So, I can't say BG treated Mr C unfairly by actually cancelling the appointment.

However, I asked BG to confirm what they felt was a reasonable timescale to carry out a repair - as six weeks doesn't feel fair to be without an appliance as important as a cooker. I asked them to confirm if they have any contingency processes in place for dealing with busy periods where they identify they can't meet a 'reasonable timescale'. I also asked whether they could have suggested Mr C source his own engineer and then offer to reimburse him, given these circumstances were outside his control - but they didn't respond to any of my questions.

So, based on what I've seen, I don't think the six-week timescale offered for a future appointment was fair given Mr C's appointment cancellation was outside his control. And if BG weren't able to attend due to experiencing high volumes of vulnerable consumers, I think it's reasonable that they could have offered Mr C an alternative option - which I can't see they did. Furthermore, as BG haven't said how they prioritise engineer visits, I'm not able to confirm that they met their own terms and conditions regarding 'reasonable timescales'. So, I don't think BG treated Mr C fairly after they'd cancelled his oven repair appointment.

I've looked at terms and conditions which say "If we can't repair an appliance that's less than three years old or it's not economic to do so, we'll contribute the full cost of replacing it with a similar model. If it's more than three years old, we'll contribute 30% towards a similar model". Mr C told us that because he'd had cover with BG for around 20 years, he didn't know any engineers that he could call upon to look at the oven. He also said that although he took out a replacement cover with another provider on the same day as cancelling the policy with BG, there was a 14-day cooling off period - so he wasn't able to use this policy either.

*He also said because the breakdown happened in December, he didn't want to risk waiting for an engineer visit and the oven being beyond economical repair and not having one for the Christmas period. So I've thought about whether it was reasonable for Mr C to make this decision, and under the circumstances I think it was.*

*I say this because as Mr C mentioned, there was no guarantee the oven could have been repaired or whether it was actually possible to get an appointment within the next couple of weeks - given the month the breakdown occurred. So I think Mr C did the best he could to mitigate the costs he'd incur but was really limited by the options available.*

*Mr C has told us that his oven was around nine years old, so I think it's possible BG may not have been able to repair it on this occasion. As BG cancelled the repair appointment and couldn't attend for around six weeks, I'm unable to confirm this. However, I think based on how long Mr C had his policy with BG, if the appointment had been rebooked within a reasonable timescale, he wouldn't have cancelled the policy.*

*This means that at some point, BG would more than likely have been liable to cover a portion of the cost of a replacement oven. So based on the evidence I've seen and the circumstances of the complaint I think it would be fair for BG to pay the 30% contribution detailed in the terms and conditions towards a new oven - as it was BG's level of service that meant Mr C was left with limited options.*

### **Putting things right**

*Mr C told us that throughout the time he had his 2019 policy with BG he didn't receive the level of service he paid for, which caused him distress and inconvenience. Mr C also said he had appointments cancelled on the day after taking time off work for the engineers to attend - meaning he wasn't able to have his boiler serviced or oven repaired.*

*He also wasn't offered any alternatives by BG to help resolve this issue whilst they were unable to attend. This meant Mr C felt he had no alternative but to purchase a new oven, so he was able to feed his family over the winter period at a cost of £1,099. As Mr C had appliance cover with BG that agrees a contribution of 30% to appliances over 3 years old, I think BG should pay £329.70 towards the cost of the new oven.*

*I acknowledge that Mr C feels strongly about this, but I can't reasonably say the policy was mis-sold so I won't be asking BG to refund Mr C's premiums - which I realise isn't the outcome he was hoping for.*

*However, having reviewed his complaint in full, I can't reasonably say that BG provided the level of service that Mr C would have expected, and I also haven't been able to say they met their obligations for 'reasonable timescales'. So, given the circumstances of the complaint, I think BG should pay Mr C a total of £150 for the trouble and upset caused by cancelling his appointments at short notice and not being able to provide alternative appointments or options in a reasonable manner.*

*I invited Mr C and BG to give me any more evidence and information they wanted me to consider before issuing my final decision. BG accepted my provisional decision. But Mr C didn't respond to say whether he accepted my provisional decision. He also hasn't told me he has anything more to add.*

### **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, and as BG responded to say they accepted my decision, but Mr C didn't respond to say he accepted or rejected my provisional decision, I see no reason to reach a different conclusion. So this final decision confirms the findings set out in my provisional decision.

### **Putting things right**

As I've reached the same conclusion as I did in my provisional decision, British Gas Insurance Limited must do the following:

- Pay Mr C £329.70 towards the cost of the replacement oven;
- Pay Mr C £150 compensation for the distress and inconvenience caused.

### **My final decision**

My final decision is that I uphold this complaint. British Gas Insurance Limited must follow the instructions I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 10 May 2021.

Jenny Lomax  
**Ombudsman**