

## **The complaint**

Mr V complains that British Gas Insurance Limited is responsible for poor service in connection with his home emergency insurance policies.

## **What happened**

We categorise his British Gas Homecare policies as home emergency policies. That is notwithstanding that there are some non-emergency features, in particular a first service visit and thereafter an annual service visit. Where I refer to British Gas, I refer to the insurance company of that name.

Mr V owned two properties that he let out to tenants. I'm going to have to refer to them as "Property C" and "Property M".

For some years, Mr V had had a British Gas Homecare policy for Property C. British Gas did an annual service visit on 1 June 2018. It did repairs on 7 June 2018. Mr V renewed that policy from August 2018. There's no evidence that British Gas sent out a reminder for a service in respect of Property C after June 2018.

In August 2018, Mr V took out a policy for Property M. Property M had two gas boilers. In relation to Property M, British Gas sent out three service reminders in August and September 2018. But it addressed the reminders to that property rather than Mr V's correspondence address.

British Gas didn't do any visit at either property in the policy year that ended in August 2019. In September 2019, Mr V complained to British Gas that it hadn't done any visits, so he'd had nothing for his money. British Gas wrote a final response dated 4 November 2019. It said it was sending Mr V a cheque for £65.00 for a missed service visit at Property C.

On 26 March 2020, Mr V sent British Gas a letter outlining his outstanding concerns. On 5 May 2020, British Gas issued another final response letter. It said that - for Property M - it was sending Mr V a cheque for £125.00 made up as follows:

- £65.00 for no visit
- £30.00 for the reminder correspondence being sent three times to the wrong address
- £30.00 for delay in responding to the complaint and for distress and inconvenience.

Mr V brought his complaint to us in September 2020. He said that British Gas should refund the premiums he paid for the policy year ended August 2019.

## ***our investigator's opinion***

Our investigator didn't recommend that the complaint should be upheld. The investigator didn't think that British Gas had treated Mr V unfairly. The investigator said that British Gas had recently offered an additional £65.00 for the missed service on the second boiler at

Property M. The investigator thought that the compensation offered was reasonable. The investigator didn't recommend that British Gas should do any more, other than - if not already done – pay the £65.00 for the missed service for the additional boiler.

#### *my provisional decision*

After considering all the evidence, I issued a provisional decision on this complaint to Mr V and to British Gas on 30 March 2021. I summarise my findings:

By its final responses and the further offer of £65.00, British Gas offered enough to compensate Mr V for the failure to remind him to book services.

Subject to any further information from Mr V or from British Gas, my provisional decision was that I upheld this complaint in part. I intended to direct British Gas Insurance Limited to pay Mr V (insofar as it hadn't already paid him) as follows:

1. £65.00 pursuant to its final response dated 4 November 2019 and;
2. £125.00 pursuant to its final response dated 5 May 2020; and
3. £65.00 for the missed service on the second boiler at Property M.

British Gas accepts the provisional decision.

Mr V disagrees with the provisional decision. He says, in summary, that:

- British Gas do not give their customers all the information which they might have provided to us.
- He refers to a clip from social media.
- He asks that If possible, we let him know how much British Gas had to pay in fee etc. to have this complaint dealt with.
- He is fed up with the whole experience.

#### **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.

That includes a short article about British Gas written by a journalist in late January 2021 and re-published online. Where British Gas has provided information to us that it hasn't provided to Mr V, and I've considered that information relevant, I've summarised it in my provisional decision and in this final decision.

I'm sorry that Mr V is disappointed and fed up. I will leave it to the investigator to respond to Mr V's question about fees British Gas has had to pay.

From the British Gas records, I see that Mr V first had a policy on Property C in about 2013. There's no record of a new boiler since then. So I find it unlikely that the boiler was under a manufacturer's warranty.

Annual services are important. But they can only take place with cooperation between British Gas and the policyholder. Since at least August 2018, the British Gas policy terms have said that – if it did a service visit and the policyholder then cancelled the policy – British Gas would charge £65.00 for the service. I find that a reasonable benchmark for the cost of a service.

Since at least August 2018, the British Gas policy terms have said that the annual service may be more, or less, than 12 months after the last visit. British Gas undertook to send reminders. I find it implicit that British Gas had to send the reminders to the policyholder's correct address.

The annual service visit will be the only visible service unless there is a call-out for repairs. But the policies covered repairs when necessary, for example the repairs at Property C in June 2018. So I don't agree with Mr V that the failure to do annual services is a failure that entitles him to a refund of his premiums.

I accept that Mr V was not always in good health and there were times when he didn't take telephone calls. I don't find that British Gas fell below a reasonable standard of service in responding to the complaint.

### **Putting things right**

Overall, I conclude that – by its final responses and the further offer of £65.00 - British Gas offered enough to compensate Mr V for the failure to remind him to book services. I expect British Gas to honour its offers of payment and to provide Mr V with replacement cheques if necessary. Otherwise, I don't find it fair and reasonable to direct British Gas to do any more in response to this complaint.

### **My final decision**

For the reasons I've explained, my final decision is to uphold this complaint in part. I direct British Gas Insurance Limited to pay Mr V (insofar as it hasn't already paid him) as follows:

1. £65.00 pursuant to its final response dated 4 November 2019 and;
2. £125.00 pursuant to its final response dated 5 May 2020; and
3. £65.00 for the missed service on the second boiler at Property M.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 26 May 2021.

Christopher Gilbert

**Ombudsman**