

The complaint

Mr T is unhappy with the customer service he received from British Gas Services Limited (British Gas) in relation to his HomeCare policy. His annual boiler service was cancelled, and he believes his policy was misrepresented.

What happened

- Mr T had a HomeCare policy with British Gas, this policy provided cover for repairs to his boiler, central heating system and a range of other things. It also included an annual boiler service.
- Once in September 2020 and twice in October 2020, British Gas sent Mr T a letter explaining his annual boiler service was due and asked him to arrange an appointment. This annual boiler service was for policy year 2019/2020.
- In November 2020, Mr T's policy automatically renewed. In mid-December 2020, Mr T changed his policy from HomeCare Four to HomeCare Two. This meant his policy provided him with less cover, but it still included an annual boiler service. A service was also booked for 22 December 2020.
- On the morning of the appointment, British Gas unfortunately cancelled the service. Mr T didn't reschedule the service on this date – but he did ask to speak to a manager and he also raised a complaint.
- In February 2021, British Gas sent Mr T a final response which apologised for the service he received. They also said they'd been unable to contact him to discuss a way forward - despite making a few attempts. Mr T also stopped his direct debit this month and didn't make his February payment.
- Mr T contacted British Gas again in March and they offered him £105 to resolve the complaint. They said £65 was to reflect the missed service and £40 was an offer of compensation. They also explained that while Mr T's policy had already lapsed due to the lack of payment - they could reinstate it, but the next available appointment for a boiler service wouldn't be until May 2021. They also said this complied with the policy terms, as they weren't required to provide a service under the new policy year straight away.
- In response, Mr T said refunding the cost of the service for policy year 2019/2020 was the very least British Gas could do. He said his policy premiums should be refunded from November, as he wouldn't have renewed his policy if he knew he wouldn't get a service until May 2021. He's also said he was promised an expedited boiler service, and he highlighted the importance of this during the conversations he had with British Gas.
- Our investigator then considered the complaint. She concluded that British Gas had treated Mr T fairly by offering him the compensation they did, for the missed service in policy year 2019/2020. However, she didn't think British Gas should reasonably refund Mr T any of his policy premiums.

- As this didn't resolve things for Mr T – I've considered the complaint afresh.

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 agree with the conclusions reached by the investigator for these reasons:

- It's unfortunate the service on 22 December 2020 was cancelled. I appreciate by this point - the policy year had already ended. However, the terms and conditions of Mr T's policy explain that appointments can't be guaranteed, and they will sometimes need to be cancelled – as emergency repairs need to be prioritised. The terms also say the annual service can take place more, or less, than 12 months after your last service. So, while I appreciate that finding out the service had been cancelled on 22 December 2020 would've been upsetting – I haven't seen anything which suggests this appointment was guaranteed.
- Mr T has said his health could've been put at risk because of the delay in carrying out the service. However, nothing appears to have gone wrong with his boiler while he was waiting for the service, and I'm unable to consider hypothetical situations. In addition, under the terms of the policy, British Gas would still have attended to any necessary repairs with his boiler - despite the service not taking place.
- I also acknowledge Mr T's comments about the difficulties he experienced contacting British Gas. I've no reason to dispute what he's said, and I appreciate this would've been frustrating. However, due to the Covid pandemic – I also think some reduction in service was unfortunately unavoidable. It also appears there were some occasions where British Gas struggled to contact Mr T in relation to his complaint.
- British Gas have offered to pay Mr T the cost of his 2019/2020 service. I think this was the right thing to do as there is no dispute an annual service was included as part of his policy, and this didn't take place. I'm also satisfied £40 compensation is a reasonable amount to reflect the inconvenience and upset this matter caused Mr T. As it's clear the last minute cancellation would've been upsetting, and it was important to Mr T that a service should take place.
- I don't think British Gas should have arranged a service in addition to offering the £65 payment – as this would have meant Mr T would've been compensated twice for the same issue. As such, I'm satisfied British Gas provided Mr T with a fair resolution to the concerns he'd raised about his 2019/2020 policy.
- Turning to the 2020/2021 policy, I note Mr T's comments that he wouldn't have renewed or downgraded the policy - if he was aware the service in December was going to be cancelled. I appreciate his strength of feeling in relation to this, and his disappointment that the call recordings aren't available. However, I don't think British Gas or Mr T could reasonably have predicted the cancellation of his service at this time. I'm also satisfied British Gas wouldn't have cancelled the appointment if this could have been avoided. I also note that the HomeCare Two policy includes an annual service. So, I don't think British Gas would've reasonably done anything wrong - by reassuring Mr T that an annual service would take place under the terms of his new policy.

- Finally - Mr T has said the key reason he wanted a policy was because of the annual service, but that doesn't mean he didn't receive any benefit from the payments he made towards the 2020/2021 policy. I say this because British Gas would have helped in the event his boiler needed repairs. I also haven't seen anything which suggests, British Gas wouldn't have been able to provide him with a boiler service within the 2020/2021 policy year - if he hadn't cancelled his direct debit.

My final decision

For the reasons I've explained I don't uphold this complaint. British Gas Services Limited should pay Mr T £105 - if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 14 October 2021.

Claire Greene
Ombudsman