

The complaint

Mr T complains about British Gas Insurance Limited (BG) who failed to provide an annual service, regarding his home emergency insurance.

What happened

BG contacted Mr T inviting him to book for an annual service of this boiler. At the time, Mr T was unable to book for the annual service as he was shielding due to Covid 19. Mr T received a reminder from BG to book. When he chose to book, Mr T found there to be limited availability of appointments. Consequently, an appointment date was given, that Mr T said was unsuitable for him.

Mr T said that he attempted to change the appointment, but this proved difficult and he raised a complaint with BG. Mr T received an acknowledgment letter from BG and later received a letter notifying him that it had suspended all non-emergency work, due to the Covid 19 restrictions. It also cancelled his annual service.

In its final response, BG apologised for the level of service that Mr T received. It offered and paid £65 as a goodwill gesture, in recognition of the inconvenience Mr T experienced. Mr T remained unhappy with this outcome and referred a complaint to our service.

One of our investigators considered the complaint and didn't think it should be upheld. She said that BG had accepted that it hadn't provided an annual service and that it had offered £65 for the inconvenience caused.

She also confirmed that BG had advised that had Mr T suffered a boiler breakdown, it would still be covered. She concluded that BG had been fair and was still happy to arrange a boiler service at Mr T's convenience.

BG were satisfied with the view. Mr T was not. He said that the view failed to answer why there was a refusal to pay compensation for the cancelled annual service. And why there was an inability to address unethical organisational practices. So, he asked for a decision from an ombudsman.

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 won't uphold this complaint. I understand that Mr T will be disappointed with this outcome, but I hope my findings go some way in explaining why I've reached this decision.

I note that Mr T has made several detailed points, which I have read and considered. I hope the fact that I don't respond in similar detail here won't be taken as a discourtesy. As an informal dispute resolution service, we are tasked with reaching a fair and reasonable

conclusion with the minimum of formality. In doing so, it isn't necessary for me to respond to every point made, but to concentrate on the crux of the issue.

My understanding of Mr T's complaint is that BG refused to pay compensation for the inconvenience and poor service that he experienced in his attempt to book an annual service. Mr T is also unhappy with the way in which BG markets its home emergency service, when its unable to service its existing customers.

Mr T said that after the first invitation for him to book an annual service, BG sent a reminder when he had failed to book. Mr T initially was unable to book as he was shielding. He said that when he wanted to book, there was a limited amount of appointments available and the first appointment available, wasn't until around three months later, which he felt was unacceptable.

BG confirmed that they had initially sent Mr T a first invitation but received no response from him. This then prompted another invitation to book for an annual service. It confirmed that had Mr T been able to book an appointment when it had initially sent out the invitation, it was likely that he would've been able to book an appointment at a more suitable time.

BG confirmed that closer to the winter months the demand for annual services increased. In addition to the increased demand, there was a global pandemic which affected BG. It said that the effect of this, was that fewer appointments were available across the organization. But as it was Mr T who initially delayed booking the annual service (and I accept that he had a reason for this) it wouldn't be reasonable or fair for BG to be held wholly responsible for the delay in the annual service.

Both parties accepted that it wasn't until around three months after the second invitation to book the annual service, that BG could offer an appointment. It said that this wasn't its usual practice. But given the issues regarding the pandemic and it having to prioritize emergency call outs, this was the reason why the annual service couldn't be offered sooner.

BG apologized for the cancelled annual service and paid £65 in recognition of the inconvenience caused. Mr T accepted this payment but seeks further compensation for BG having failed to conduct the annual service sooner.

I have had a look at the terms and conditions of the policy. I understand that Mr T has insurance that covers boiler, controls and central heating on a service and repair basis.

The policy which Mr T was contracted to, makes it clear that annual services can take place after 12 months:

*'We'll send you or your **authorised contact** an email, letter, text message or we'll call you to arrange your **annual service**. We'll try to contact you up to three times. If we don't hear back from you after the third time or you are not at the **property** when our engineer visits, we won't try again and won't refund the cost of the missed **annual service**. You can still contact us at any time to book it. Your **annual service** may be more, or less, 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**.'*

Therefore, I'm satisfied that Mr T was made aware that this was a possibility and BG could prioritise breakdowns and rearrange annual services, where necessary.

Our role isn't to fine or to punish the businesses we cover. Rather, we look at the effect on the customer including their upset. I can understand why Mr T was frustrated because he couldn't secure an appointment sooner. But having considered the impact on Mr T of not

securing the appointment for the annual service when he would've liked, I think the impact was minimal and I'm satisfied that BG was fair and reasonable in offering and paying the level of compensation to Mr T. As well as apologising for the poor service and inconvenience it provided.

I have next considered Mr T's further issue of complaint regarding BG's aggressively marketing its products to gain new business. Our role isn't to tell a business how it can operate. Our remit is to examine whether a business has been fair and reasonable and whether we think it needs to do anything to put matters right.

As I've explained, BG accepted that its level of service was below its usual standards and rectified this with its offer of compensation. It is good that BG has confirmed that it has now carried out the annual service. Accordingly, I don't think BG was unreasonable in its offer nor do I think I can fairly ask BG to increase the compensation further.

My final decision

For the reasons I explained, I think the offer of £65 compensation is fair and reasonable.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 7 December 2021.

Ayisha Savage
Ombudsman