

## **The complaint**

Miss H complains that British Gas Insurance Limited didn't complete an annual service on her boiler, which she was entitled to under her HomeCare insurance policy. She says had the boiler been serviced, it wouldn't have been condemned the following year.

## **What happened**

In February 2021, Miss H complained her annual service had been missed the previous year.

In March 2021, an engineer from another company noted the boiler was in an unserviceable state and required extensive works to get it to an acceptable condition. He commented the boiler appeared to have been neglected, and not properly maintained or serviced over the previous years. He noted the boiler wasn't working, and due to its age and condition, he advised Miss H to replace it.

Miss H wanted British Gas to pay for her new boiler and to refund the premiums she had paid during the last two years.

British Gas said the annual service was missed in 2020 due to the pandemic. It said it had, up until 2020, serviced the boiler for over ten years and carried out all the safety checks. It said, despite the natural wear and tear on a boiler of its age, on each visit the boiler was deemed safe. It also said it had previously advised Miss H that she should consider replacing the boiler, due to its age and the availability of parts.

British Gas also highlighted that Miss H could have asked it to visit, to check the third-party engineer's observations, and to see whether British Gas could have completed a repair rather than the boiler being condemned.

British Gas refunded £65 for the missed service, and £129.05 for the premiums she had so far paid for the current year's policy.

One of our investigators considered the complaint, but he didn't think it should be upheld. Because Miss H disagreed, the complaint has been passed to me to decide.

## **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.

The policy terms explain that an annual service will be undertaken in each policy period, to ensure the boiler is working safely and in line with relevant laws and regulations. However, the terms also explain that the service may be more, or less, than 12 months after the last service; and in periods of high demand, priority is given to breakdowns which may mean annual services are re-arranged. Based on the information I've seen, I understand the following:

- The last annual service was completed in March 2019. This was for the policy period of October 2018 to October 2019.
- In September 2019, the next annual service was booked for October 2019. This was for the policy period of October 2019 to October 2020. The appointment was later re-arranged to November 2019, due to “no resource”.
- The November 2019 appointment was later cancelled due to a “customer request”, with the “customer to re-book”. In December 2019, British Gas emailed Miss H, inviting her to book the appointment.

I can understand Miss H’s frustration that the October 2019 service was re-arranged, but the information I’ve seen suggests that either she or her tenants cancelled the November 2019 appointment. I’ve not seen Miss H attempted to re-book the service, despite British Gas inviting her to do so.

British Gas says it was then unable to arrange another service due to pandemic restrictions. The policy terms explain that during pandemics, British Gas will adhere to the government’s guidelines. Businesses were unable to enter homes between March and May 2020, unless there was an emergency. British Gas says that, from June 2020, once the restrictions had eased, it started re-booking annual services. As I understand it, in September 2020, an annual service was booked for November 2020.

Ultimately, this meant Miss H didn’t receive an annual boiler service for the policy period of October 2019 to October 2020. But in view of the above, I don’t consider that British Gas breached the policy terms or acted unfairly.

British Gas then rescheduled the November 2020 service. First to early-January 2021, and then to late-March 2021. Based on the email from the third-party engineer, I understand he was asked by Miss H to service the boiler, in early-March 2021, as it had stopped working. I can understand Miss H’s upset if the boiler had stopped working, given the twice rescheduled service with British Gas.

However, even *if* I were to decide it was unreasonable for British Gas to delay the service for a further four months (between November 2020 and March 2021), I can’t reasonably decide that such a delay was the main reason an 18-year old boiler was condemned.

I’ve considered the third-party engineer’s comments about the issues he found. However, he hasn’t said anything that leads me to believe the boiler hadn’t been left working safely, or in line with relevant laws and regulations, following British Gas’ last annual service in March 2019.

British Gas says Miss H could have asked it to attempt repair. It’s not clear whether Miss H had already cancelled her policy by the time the boiler stopped working. But importantly, if, like the third-party engineer, British Gas couldn’t have repaired the boiler; the cost of replacing it wouldn’t have been covered (due to its age).

In the circumstances, I’m not persuaded that I can reasonably direct British Gas to reimburse Miss H the costs she incurred to replace her boiler. I understand that Miss H would also like further premiums refunded, in addition to the £65 and £129.05 already provided. However, I’m not persuaded British Gas needs to refund anything further, given Miss H would have had the benefit of the cover if she had called upon it.

## **My final decision**

I'm sorry to disappoint Miss H. But for the reasons I've set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 13 December 2021.

Vince Martin  
**Ombudsman**