

## **The complaint**

Ms P complains that British Gas Insurance Limited (British Gas) failed to complete the annual service on her boiler. And that it gave poor service when her boiler broke down.

There are several parties and representatives of British Gas involved throughout the claim but for the purposes of this complaint I'm only going to refer to British Gas.

## **What happened**

Ms P took out a home emergency policy with British Gas. This included an annual service of her boiler.

The policy started on 5 August 2019 and the first boiler service was carried out by British Gas on 8 August 2019. Ms P renewed her policy on 5 August 2020 and the next annual boiler service was booked for 20 October 2020. This appointment was then re-booked for 6 January 2021.

On 28 December 2020 Ms P's boiler stopped working. She reported this to British Gas. An engineer attended on 5 January 2021. Several parts were needed to repair the boiler. The engineer said he was unable to return to complete the work until 12 January 2021 as the engineers were going on strike.

There was no engineer available for 12 January 2021, so one was booked for the day after. They did not attend. On 14 January 2021 an engineer attended and replaced the parts and conducted further repairs to a small tube that had burnt through.

The boiler stopped working again on 23 January 2021. Another appointment was booked for 27 January 2021, but the engineer didn't arrive. An engineer arrived the day after and got the heating and water working but it broke down a few hours later.

Another engineer attended on 2 Feb 2021. He got the heating and water working again but it broke down after 30 minutes.

On 3 February 2021 an appointment was offered for 2 March 2021. As Ms P felt this was too long to wait without hot water and heating, she organised for a local engineer to attend. British Gas offered Ms P a refund of this cost.

When the engineer organised by Ms P attended, she decided to replace the boiler. Ms P said that she had planned to do this later in the year anyway.

British Gas offered Ms P £200 in compensation for the lack of service and removed two £60 excess charges that had been added to her account. It also paid her £65 as a goodwill gesture due to the boiler service not having been undertaken.

Ms P said this was not enough and she wants the return of all the monthly premiums that she had paid since the start of the policy on 5 August 2020. Plus fair compensation for the time taken and difficulties in getting an engineer out to look at her boiler.

As Ms P was not happy with British Gas, she brought her complaint to our service.

Our investigator upheld the complaint. She looked into the case and felt that British Gas should increase its offer to £350 in recognition of the impact to Ms P and also to refund her one month's premium as she didn't receive the service she was paying for.

Ms P was happy with the increased offer of compensation, but as she is unhappy with our investigator's view in regard to the refund of only one month's premium the complaint has been brought to me for a final decision to be made.

### **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.

#### ***Annual boiler service***

British Gas acknowledged it had not undertaken the annual boiler service at the time that her boiler broke down in.

In the policy terms and conditions booklet it states

*"Your annual service may be more, or less, than 12 months after your last service visit."*

It also states

*"During epidemics or pandemics, we will adhere to Government guidelines concerning restriction of non-essential travel and may have to reschedule your repair or visit until such time as the restrictions have been eased."*

British Gas say it aims to carry out the boiler service within a contract year. In this case the contract year was from 5 August 2020 to 4 August 2021. It also stated that it aims to carry out the boiler service every 12 months but this is not always possible.

I can see from the evidence supplied in the previous contract year of 5 August 2019 to 4 August 2020 that the boiler service was carried out on 8 August 2019.

Although more than 12 months had elapsed since the previous boiler service, British Gas had still worked within the terms of the policy.

As a goodwill gesture British Gas refunded £65 to Ms P in relation to this part of her complaint. Taking all the evidence provided in this part of her complaint into consideration, I don't think that I can expect British Gas to do any more.

#### ***Boiler repair***

I reviewed the policy and in the terms and conditions booklet it states

*"HomeCare Three covers repairs in the event of breakdown or damage to your boiler, central heating system and plumbing and drains."*

It also states

*"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."*

*During epidemics or pandemics, we will adhere to Government guidelines concerning restriction of non-essential travel and may have to reschedule your repair or visit until such time as the restrictions have been eased.*

I appreciate that this must have been a very distressing situation for Ms P. It was winter and in addition she was receiving medical treatment for a serious condition. She spent around four weeks on and off without heating and hot water at her home, at a very cold time of year.

I looked at the timeline of events and I can see that British Gas did keep Ms P informed when appointments were delayed. However this did not change the fact that she remained without heating and hot water.

The main reason for the repair not being completed during the first visit was because the parts needed to repair the boiler had to be ordered. An engineer's strike and obtaining the parts then delayed the next appointments.

Ms P decided she couldn't wait any longer and organised for a local engineer to attend and a new boiler was fitted. Ms P cancelled her home emergency policy with British Gas.

British Gas have offered Ms P £200 in compensation for lack of service and our investigator felt that this should be increased to £350, and in addition refund her one month's policy premium.

Ms P still wants to be refunded all the costs of the boiler element of her monthly premiums from the start of the policy on 5 August 2020. I accept that Ms P didn't receive a good service for the boiler breakdown cover in January 2021, but I cannot say she didn't receive the cover in other months.

I have considered her request and as the policy is priced as a whole policy and is not broken down into specific elements, this cannot be calculated. In addition this complaint is not about problems with cover in previous months. I think that a refund of a full one month's premium is fair in this case. I don't require British Gas to refund any more of the monthly premiums paid.

Therefore, I uphold Ms P's complaint and British Gas should increase its compensation offer to a total of £350. This is for the distress caused to her when she was without heating and hot water, because of the delays in its service when her boiler broke down. British Gas should also refund one month's premium.

### **My final decision**

For the reasons I have given I uphold this complaint.

I require British Gas Insurance Limited to pay Ms P a total of £350 in compensation, plus one month's premium.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 17 January 2022.

Sally-Ann Harding  
**Ombudsman**