

The complaint

Mrs S complains that British Gas Insurance Limited failed to service her boiler as part of her home emergency policy.

What happened

Mrs S says her boiler should have been serviced in the policy year 2017/2018, but this didn't happen. She contacted British Gas and it offered her a discount to sign up for another year. She says the company has since said it has no record of this. She attempted to arrange a service in the 2020/2021 policy year but found this extremely difficult using both the online portal and telephone contact methods.

Mrs S says her boiler hasn't been serviced and she hasn't received the benefit from the policy she paid for. She says the company should refund the premiums she paid. Mrs S has since arranged for quotes for a new boiler, and a new service plan. She says this wouldn't have been needed had British Gas serviced her boiler. She thinks it reasonable for the company to make a contribution toward the cost of a replacement.

British Gas acknowledges it didn't service Mrs S's boiler in the policy years 2017/2018 and 2020/21. It says it can't ascertain what the issues were that meant she couldn't book a service. But says it has no records of telephone contact from her. British Gas paid Mrs S £230 in compensation for the missed services and the difficulties arranging appointments. However, it rejected her request for a refund of premiums, as it says she benefitted from the cover provided by its policy.

Mrs S referred her complaint to our service. Our investigator decided not to uphold her complaint. She thought that although British Gas didn't carry out all the required services, it had been fair in paying compensation to acknowledge this and for the difficulties Mrs S found when booking a service. She didn't agree that a refund of premiums was appropriate or that it was fair for the company to contribute toward the cost of a new boiler.

Mrs S wasn't happy with this outcome and asked for an ombudsman to review her complaint. It 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.

Having done so I have decided not to uphold this complaint. I appreciate this will be disappointing for Mrs S, but I will explain why I think my decision is fair.

From the records provided a policy was agreed by Mrs S in October 2017. But this was cancelled later the same month. No service was carried out, or required, in relation to this policy because of the cancellation.

A new policy was later agreed in October 2018 and the records show an engineer carried out a first visit in the same month the policy commenced. British Gas says there was an

issue with some direct debit payments not being received, which resulted in a further cancellation of the policy. A new policy was then started in April 2019.

British Gas says a service was completed in January 2020, which covers the period for 2019/2020. But for the policy year April 2020 to April 2021 no service was carried out. It says it sent reminders to Mrs S. And has supplied copies of letters it sent in March and April 2021 to support this. However, I acknowledge Mrs S's comments that she experienced great difficulty trying to arrange a service around this time.

I have read the policy terms to understand what should happen regarding annual servicing. The terms say a service is required within each "*period of agreement*". I understand this means it should happen within 12 months of the policy start date. Based on the information discussed above, this happened for the 2018/2019 policy year, which ran from October. And for 2019/2020 policy year which ran from April. But a service wasn't completed for the 2020/2021 year.

Mrs S disputes that a service took place in January 2020 for the 2019/2020 policy year. She has queried the engineer records, which show two visits took place, as she doesn't think this is correct. She also says she was constantly trying to book a service around this time, which demonstrates that a service hadn't been carried out.

The engineer records don't specifically mention that a service was completed in January 2020. British Gas was asked about this. It says its engineers will carry out a service, if one is due, at the same time they are completing a repair. It says this is what happened in January 2020.

British Gas says paperwork will have been left with Mrs S by its engineer. Although, it's not clear Mrs S has this. However, it has also supplied records that show details of the tests its engineer carried out in January 2020. I understand Mrs S has seen a copy of this information. This shows visits took place over two days in January. British Gas explains that the boiler was tested on the first visit along with fitment of the Hive system. It says a part was required, so this was ordered and fitted the next day. From the records, I note this related to a pump and wiring harness.

Based on the records and explanations provided, I think it's reasonable to accept that a service was carried out on Mrs S's boiler by British Gas in January 2020.

Having considered all of this, I think it's fair that British Gas compensates Mrs S for the boiler service that wasn't completed in the 2020/2021 policy year. I accept reminders were sent to Mrs S to arrange an appointment. But I have no reason to doubt her account of the difficulty she experienced when trying to contact the company. This has clearly caused her frustration and worry and it's reasonable that she is compensated.

British Gas has already provided a total payment of £230. This is to acknowledge the missing boiler service and the poor experience Mrs S had when attempting to arrange a service. In the circumstances described I think this is fair.

I don't agree with Mrs S that British Gas should refund the premiums she paid for her policy. The policy provided cover for repairs in addition to servicing, which she benefitted from. So, I don't think it's fair that it refunds these payments. Similarly, I'm not persuaded that the company should contribute towards the cost of a new boiler. As above, I'm satisfied a service did take place in January 2020. A service wasn't arranged in 2021. But had this taken place I don't think it's been shown that this will have prevented the need for a replacement boiler.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 15 December 2021.

Mike Waldron
Ombudsman