

## **The complaint**

Mr H complains that British Gas Insurance Limited (British Gas) have not provided him with a boiler service under the terms of his policy and have repeatedly cancelled appointments.

## **What happened**

Mr H holds a heating and boiler insurance policy with British Gas to cover repairs to his boiler and an annual service. This policy has been in place since 2012 when the boiler was fitted, and the policy runs from May to May each year.

The boiler was last serviced in December 2019 under the May 2019 – May 2020 policy. Mr H was unable to book the 2020 – 2021 service until 16 February 2021 due to ongoing problems with the Covid 19 pandemic. British Gas then cancelled and rebooked the appointment for 30 March and then again for 3 June 2021, each time citing problems due to the pandemic. As the new appointment for 3 June 2021 was outside the policy year for 2020/2021, Mr H rang and complained about not having received a boiler service in the policy year. British Gas agreed to rearrange the appointment for 14 May instead.

On 13 May British Gas cancelled the appointment again and rebooked for 14 June. Mr H complained about this again and British Gas gave him £105, comprising of £65 reimbursement for the boiler service that hadn't been completed in the policy year and £40 as an apology and goodwill gesture. He was also assured the appointment on 14 June would go ahead.

On 13 June, British Gas cancelled the appointment and said they would refund £65. Mr H complained again and then spoke to a supervisor who offered him £80 as a goodwill gesture for failing to let him know earlier that the appointment would not go ahead. Mr H has received the £80 cheque but has not accepted it and not cashed it pending the outcome of his complaint to us.

One of our investigators has looked into Mr H's complaint and he thought British Gas's offer was fair.

Mr H disagreed with our investigators view, and so the case has come to me to review.

## **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.

I am upholding this complaint, and I will explain why below.  
I can see under the contract of insurance that Mr H is entitled to an annual service, although it is noted that these services may be more than 12 months apart, depending on when in the year they take place.

I can also appreciate that Mr H is paying a substantial premium, and that the repeated rearranging of the annual service is disappointing. British Gas have accepted that they have not provided the service that Mr H might have expected in the policy year 2020/2021 and I agree that the service was below the normal standard, although I am also note British Gas's explanation of the challenges it faced as a result of the pandemic.

Taking account of everything, I do think that British Gas's offer is fair.

The terms and conditions of the policy at p28 say:

*"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."*

*"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 it must have been very frustrating to have the boiler service rearranged several times, but British Gas have always given at least 1 days' notice of the changes to appointments and they have explained why they were unable to attend. In the 2020-2021 policy year when they were unable to complete the service in the annual window, they refunded Mr H £65 for the cost of the annual service and paid an additional £40 for the inconvenience experienced.

I'm satisfied that this is a fair offer for the failure to provide a service in that policy year. The £65 refund would have enabled Mr H to engage an independent heating engineer to complete a service, ensuring the efficiency and safety of the boiler, while still maintaining his policy to ensure he had the emergency cover he needed for his boiler. So, I don't think that Mr H has been disadvantaged here, and he has been provided with £40 compensation for the inconvenience of the cancelled appointments.

During a further call to complain about the appointment in June 2021 being cancelled, Mr H was offered a further £80 for the continued inconvenience, and for not being told earlier about the cancelled appointment. I understand that the annual service for the policy year 2021/22 took place on 30 September 2021 and so there is no ongoing issue of failure to provide the service.

In view of the above, I think that British Gas's offer of an additional £80 is fair.

### **My final decision**

British Gas Insurance Limited has already made a final offer of £80 to Mr H to settle this complaint and I think this offer is fair in the circumstances.

So, my decision is that British Gas Insurance Limited should ensure that Mr H is paid the £80 previously offered. If the cheque sent to Mr H in June 2021 is no longer valid, British Gas will need to issue a replacement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 22 December 2021.

Joanne Ward  
**Ombudsman**