

The complaint

Mr Y complains that British Gas Insurance Limited (BG) has failed to carry out service visits and make a repair on his boiler under his home emergency policy. He wants his own plumber's expenses reimbursed and compensation for the inconvenience.

What happened

Mr Y had a home emergency policy which includes repairs and servicing on his central heating system and boiler. Mr Y says his boiler was normally serviced around the middle of the year, but no service was carried out during 2020 or in 2021. The boiler developed a fault in late 2020 leaving Mr Y without heating. He says he couldn't arrange any appointment for BG to attend and was due to go on holiday a few days later. Mr Y says in order to ensure he had heating on his return he paid a plumber £230 to service the boiler and repair the fault whilst he was away.

Mr Y complained to BG about what had happened. He said it hadn't provided the services he was paying for. BG apologised for the problems in providing service appointments. It said Covid 19 restrictions had made routine service visits impossible for several months, creating a large backlog of work. It apologised for not being able to offer a suitable appointment for the repair to be made. It agreed to reimburse Mr Y's expenses of £230 less the £50 excess on the policy if he provided an invoice showing the work undertaken was covered by the policy. It also paid Mr Y £50 compensation for the stress and inconvenience of not being able to offer him an appointment for the repair.

Mr Y said he didn't have an invoice but would obtain one. But the plumber hasn't been provided yet. Mr Y contacted BG to say it hadn't addressed the missed servicing appointments. He said BG's online system showed the earliest appointment was for May 2021, which would be nearly two years between services. He said this was an unacceptable breach of contract. He suggested that given the problems with his own plumber providing the invoice, BG should refund the last nine months premiums of £249.98, as this covered the period from when the 2020 service was due.

BG said it would refund £65 in respect of the missed service directly to Mr Y's bank account. It said it wouldn't refund his premiums and needed a copy of the invoice to reimburse him. Mr Y referred his complaint to our service.

Our investigator looked into it, but she didn't uphold the complaint.

She said BG had offered fair compensation of £50 for the inconvenience of Mr Y not being able to book a repair appointment. She said the £65 refund for the missed service was also fair as was the offer to pay the plumbers expenses. As the invoice for this was proving difficult to obtain, she asked BG if it would compromise and pay Mr Y £90 rather than the £180. BG advised it couldn't do this as it needed to verify that the work done was covered by the policy. Our investigator said this wasn't unreasonable and she couldn't ask BG to pay a third-party bill without evidence it was covered by the policy.

Mr Y said BG had missed two annual services and had only paid £65 in compensation for this, which was “derisory”. He said it hadn’t been possible to book any repair appointment at all and BG hadn’t arranged for another plumber to do the work instead, so there had been no service whatsoever over the last two years, a “*flagrant breach of contract on their part*”.

As Mr Y doesn’t agree it has come 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 am not upholding the complaint. I’ll explain why.

I understand that this would have been frustrating for Mr Y, but I don’t think BG has treated him unfairly.

The servicing

Mr Y says BG is in breach of the contract terms. I understand why he thinks this but having considered the terms and conditions (T&C’s) of the policy, I don’t think it is. I think that at present BG has only missed one service rather than two. This is because the contract provides for a service within the policy year rather than on an annual basis. The (T&C’s) refer to the annual service as being “*a check in each period of the agreement*” and also say that the annual service “*may be more, or less, than 12 months after your last service visit*”.

If a service isn’t offered or BG can’t carry it out, the T&C’s provides for the service cost element, which is £65, to be re-imbursed. BG has reimbursed £65 for the policy year running from 30 April 2020 to 29 April 2021, as it didn’t carry out a service in that period. Whilst it didn’t carry out a service in the calendar year 2021, BG still has until 29 April 2022 to complete the service for the relevant policy year.

If BG doesn’t complete a service by then I would expect it to reimburse the £65 annual service charge once more. So far BG has done what the contract provides for in terms of servicing, so I can’t say BG has treated Mr Y unfairly in respect of this.

The repair

I can see that not being able to book a repair appointment would be annoying and inconvenient. The T&C’s say repairs and visits will be carried out “*within a reasonable time*” but doesn’t otherwise say when appointments will be available.

Here, Mr Y was able to get the boiler repaired and he had heating when he returned from his holiday. So, I think the £50 paid by BG is reasonable compensation for the inconvenience of having to arrange this himself.

I also think BG’s offer to reimburse Mr Y’s expenses less the £50 policy excess subject to the work falling under the conditions of the policy is fair. Unfortunately, Mr Y has not yet been able to obtain an invoice from his plumber. That isn’t BG’s fault, but I can see that Mr Y might take the view that BG’s inability to offer an appointment is the primary cause of the problem. That said, I would expect the plumber to have provided an invoice at the time and hopefully one will be available soon.

Overall, I don’t think BG has treated Mr Y unfairly in what it has done and proposed to do subject to a sight of the invoice. Hopefully Mr Y will be able to obtain the invoice and be reimbursed. But I don’t think it would be reasonable for me to tell BG to make the

reimbursement without proof of the work undertaken and BG needn't do any more than it has.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 15 February 2022.

Nigel Bracken
Ombudsman