

## **The complaint**

Mr H is unhappy with the service he has received from British Gas Insurance Limited (British Gas) under his home emergency policy.

## **What happened**

Mr H took out a home emergency policy with British Gas in November 2020, which included an annual boiler service.

Mr H booked an appointment for his boiler service to take place in October 2021 approximately 12 months after the last one. On the day of the service Mr H says that he checked the engineer's progress on the British Gas app, but no engineer attended, and he was not informed the appointment had been cancelled. The following day he saw on the app that the appointment was re-booked for December 2021. He telephoned British Gas to complain. He was told that the appointment had been cancelled online a few days before but couldn't say who cancelled it or why. He was offered a £10 goodwill gesture for the cancelled appointment and a reduction of £26.65 on the cost of his policy which was to be deducted equally from his last two outstanding policy payments. Mr H only received one of these deductions as he cancelled his policy early.

Mr H's appointment was subsequently cancelled again and rescheduled for February 2022.

Before the renewal of his policy, Mr H was informed that his annual premium was to increase from £400.07 to £496.39. Mr H was not happy with this as he had not made a claim on the policy. He complained to British Gas. He also complained about the cancelled appointments and that the annual service didn't take place every 12 months.

British Gas referred to their terms and conditions and said that the annual service may take place more than 12 months from the last service. They also offered to reduce the new policy premium to the same level as the previous year. Mr H was not satisfied with the service provided by British Gas and cancelled his policy in November 2021. He brought his complaint to this service. He thinks that British Gas are not offering an annual boiler service and that his premium was increased without cause. He also complains about the poor service and cancelled appointments.

Our investigator looked into the matter and thought that Mr H's complaint should be upheld in part. Having looked at the policy terms and conditions, they didn't think that British Gas guaranteed a service every 12 months. However, they thought that the customer service provided to Mr H was poor and awarded £150 compensation for distress and inconvenience. In relation to the cost of the renewal premium, they didn't think that Mr H had been treated any differently to other customers.

Mr H accepted our investigator's decision, but British Gas did not. They didn't feel that compensation for distress and inconvenience warranted more than £50. They asked for the matter to be considered by an ombudsman.

## **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 service*

Mr H thinks that the British Gas policy is misleading as their annual service doesn't take place every 12 months. I've looked at the policy terms and conditions. It says that the policy includes a first service or an annual service. On page 5 an annual service is defined as "a check in each period of agreement". Page 28 says "Your annual service may be more, or less, than 12 months after your last service visit".

I think these conditions are clear. Whilst I appreciate Mr H's concern that he isn't getting a regular boiler service every 12 months, British Gas doesn't guarantee this. What they say is that Mr H is entitled to a service within the period of his annual insurance and that this may be more, or less, than 12 months depending upon other demands on the service.

I therefore don't think that British Gas have acted unreasonably by not carrying out the service within 12 months of the previous one.

### *Missed appointment*

There is no dispute that an engineer did not attend on 7 October 2021. British Gas suggest that the appointment was cancelled by Mr H as their records show that it was re-arranged online. I've seen the screenshot provided by British Gas, but this doesn't persuade me that Mr H made the change himself. There is nothing to indicate that Mr H inputted the details. I also think it unlikely that Mr H would have gone to the trouble of complaining to British Gas if he was the one to have cancelled the appointment. I've listened to the telephone call made by Mr H to British Gas in October 2021 and I'm satisfied by what Mr H says that he didn't know about the cancelled appointment.

Mr H is self-employed and had taken an afternoon off work for the boiler to be serviced. When he phoned to complain to British Gas the day after, he was clearly upset. He explained that he had lost out on work to wait in for the engineer. He said he had not left the house between 12 and 6pm. He was also upset to be told that the appointment had actually been re-arranged a few days before and that he had not been notified.

I note that British Gas sent an email to Mr H in November 2021 rearranging the appointment in December 2021. Although Mr H was informed of this cancellation in advance, he was again not offered any explanation or apology. It appears that the cancellation of this appointment also meant that Mr H's boiler would not have been serviced within the policy term. However, as Mr H cancelled his policy in November 2021, British Gas agreed to carry out the service which took place in February 2022.

I think that the service provided by British Gas could have been better and I accept that Mr H has been caused distress and inconvenience by the cancelled appointment and level of service provided. I agree with our investigator that £150 compensation is appropriate.

### *Renewal premium*

Mr H was concerned that his renewal price for 2021/22 had increased significantly from the previous year. When calculating premiums, insurers take into consideration a large number of risk rating factors. British Gas have provided information indicating that certain risk factors increased in 2021 which would make the policy more expensive. These would be the same

for any customer with a similar aged boiler living in Mr H's location. British Gas also said that Mr H had received a substantial discount on his previous year's policy.

It is not for this service to tell insurers how to assess risk or what to charge for insurance. However, we are able to consider whether customers have been treated fairly compared to other customers in similar circumstances. I can't see that Mr H has been treated differently to other customers and therefore don't think that British Gas has acted unreasonably. I also note that following his complaint, British Gas agreed to discount the renewal price bringing it down to what was paid the previous year.

### **My final decision**

My final decision is that I uphold Mr H's complaint and require British Gas Insurance Limited to pay Mr H £150 compensation for the distress and inconvenience its poor service caused him

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 31 May 2022.

Elizabeth Middleton  
**Ombudsman**