

The complaint

Ms B complains that British Gas Insurance Limited mishandled her HomeCare home emergency insurance policy.

Where I refer to British Gas, I refer to the insurance company of that name and I include engineers and others insofar as I hold that company responsible for their acts or omissions.

What happened

From at least 2013, Ms B had British Gas cover for her central heating boiler. The policy was for a period of one year. It renewed each year in November. The cover included an annual service.

British Gas did an annual service in October 2019.

Ms B made an appointment for an annual service on a date in late July 2021.

By a letter dated early August 2021, Ms B complained to British Gas. She said that she'd taken half a day off work for the appointment between 08:00 and 13:00 but the engineer hadn't arrived during that time and she'd found British Gas hard to contact by telephone. So the annual service hadn't happened that day.

British Gas visited Ms B on Saturday 7 and Tuesday 10 August 2021. On the second visit, British Gas said she shouldn't use the boiler, leaving Ms B without hot water or central heating.

Ms B paid for the installation of a new boiler.

By a final response dated September 2021, British Gas said that it was sending Ms B a cheque for £95.00 - £65.00 for a missed annual service and £30.00 for inconvenience.

Unhappy with that, Ms B brought her complaint to us in mid-September 2021. She complained that British Gas hadn't contacted her about an annual service, and it should pay compensation for the boiler.

Our investigator didn't recommend that the complaint should be upheld. She thought that the British Gas offer of compensation was reasonable

Ms B disagreed with the investigator's opinion. She asked for an ombudsman to review the complaint. She says, in summary, that:

- British Gas used to get in touch when the service was due, yet she had to get in touch with them for an appointment.
- If she had not gotten in touch with British Gas, she would still be using a condemned boiler.

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.

British Gas has said that Ms B's boiler was over 16 years old. She hasn't provided enough evidence to show that was incorrect.

From its records, I accept that British Gas did an annual service visit in August 2018 and in October 2019.

From at least the renewal in November 2019, the British Gas policy terms included the following:

“Annual service

*We'll send you or your **authorised contact** an email, letter, text message or we'll call you to arrange your **annual service**. We'll try to contact you up to three times. If we don't hear back from you after the third time or you are not at the **property** when our engineer visits, we won't try again and won't refund the cost of the missed **annual service**. You can still contact us at any time to book it. 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**...*

Reasonable timescales

*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.”*

So the British Gas terms said that British Gas would contact Ms B to arrange an annual service.

Since at least the renewal in November 2019, the British Gas terms said that – in the event of cancellation of the policy after an annual service – the charge for an annual service would be £65.00.

From at least the renewal in November 2020, the British Gas terms about reasonable timescales had additional wording as follows:

“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.”

From what it has told us, British Gas didn't contact Ms B about an annual service when it was due in about October 2020. But Covid-19 had meant that it had prioritised repair visits over annual service visits.

British Gas didn't do an annual service in the year from the renewal in November 2019.

But I find it likely that Ms B could've made an appointment before the one in late July 2021.

British Gas missed that appointment but made Ms B an appointment on a Saturday. In my view, that visit counted as an annual service visit. And British Gas didn't say that Ms B

shouldn't use the boiler until its second visit a few days later. So I don't consider that there's enough evidence that British Gas caused any danger to Ms B.

The boiler was an old one. I don't consider that there's enough evidence that British Gas caused the need for a replacement. So I don't find it fair and reasonable to direct British Gas to contribute to the cost of that.

I wouldn't find it fair for British Gas to charge for an annual service it didn't do. Keeping in mind the policy term about cancellation, I accept that £65.00 is a reasonable amount to refund for an annual service that British Gas didn't do in the policy year from November 2019.

I accept that Ms B found shortcomings in the way British Gas communicated with her. I accept that this caused her frustration. But this was for a limited time. And British Gas apologised in its final response as well as paying £30.00 compensation.

So overall I'm satisfied with the final response from British Gas. I don't find it fair and reasonable to direct British Gas to pay any more compensation or to do any more in response to this complaint.

My final decision

For the reasons I've explained, my final decision is that I don't uphold his complaint. I don't direct British Gas Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 28 June 2022.

Christopher Gilbert

Ombudsman