

The complaint

Mrs M is unhappy that British Gas Insurance Limited (BG) didn't carry out her annual boiler service or attend to her boiler breakdown.

What happened

Mrs M bought a HomeCare Four home emergency policy with BG in January 2020. The policy provided cover for her boiler, controls and central heating, plus repairs to plumbing, drains and home electrics. The policy also provided an annual boiler service.

In February 2020, BG completed the first annual boiler service. In November 2021, Mrs M realised she'd not had her next annual service, so she contacted BG. BG said it was her responsibility to book the appointment. Mrs M complained because, having checked her policy it said BG would try three times to book an appointment with her before it became her responsibility to book one.

Mrs M also complained that BG hadn't attended to repair her boiler when she reported a problem in May 2021. She felt let down and asked BG to refund her payments and start the policy up again only once it had completed an annual service for her.

BG looked into Mrs M's complaint and agreed that it hadn't provided the service it should've done. BG explained that the reminder date was incorrectly set up on its system, so it hadn't booked an appointment for Mrs M's annual boiler service. While it did book an appointment when Mrs M complained, it was rescheduled taking it into the following policy year. Because BG had missed the boiler service for that policy year, it refunded £65 to Mrs M in line with the policy terms and conditions.

BG also looked into Mrs M's complaint that it hadn't attended when her heating failed. It said the engineer had needed to move the appointment from an all-day appointment to one in the evening, then again to a night-time appointment. Mrs M cancelled the appointment in the early evening because a neighbour had resolved the problem. Although BG said it was sometimes necessary to move appointments in busy periods, and it referred to the ongoing pandemic issues around that time, it offered to increase its payment to Mrs M to £100.

Mrs M didn't think that was enough and continued to complain. BG went on to make a final offer of £100 compensation for the shortfall in service, which was in addition to the £65 refund.

Mrs M brought her complaint to our service, but our investigator didn't uphold it. He said BG had done enough to acknowledge the missed boiler service and its offer of compensation was fair in light of the rescheduled repair appointment.

Mrs M didn't agree. She said she'd paid for a service BG didn't provide and she considered it a breach of contract. She asked for a refund of her payments. Mrs M also commented on other customers' experience of home emergency policies.

The complaint was 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.

While I realise this is not the outcome Mrs M hoped for, I've decided not to uphold her complaint.

There doesn't appear to be any dispute about what happened, so I won't repeat everything. Instead I'll focus on explaining why I've reached the decision I have.

Annual boiler service

Mrs M is unhappy that BG didn't complete her second annual boiler service within around 12 months of the first one. Looking at page 4 of the policy, an annual service is defined as:

a check in each period of agreement to ensure that your boiler, gas appliance or central heating, and ventilation is working safely and in line with relevant laws and regulations.

The period of agreement is defined in the policy as:

the day your agreement starts until your agreement runs out, as detailed on your statement.

This means BG should carry out a boiler service in each *policy* year rather than within 12 months of the last service. Mrs M's policy started in January 2020 and her first service was in February 2020. The policy year renewed in January 2021, so BG should've completed a second service some time between January 2021 and January 2022 – not necessarily within 12 months of the first service.

So, when Mrs M complained to BG in November 2021 that it had missed her annual boiler service, that wasn't the case. BG arranged an appointment which fell within the policy year and that would've meant BG provided the service within the contract term.

However, due to high demand, BG rescheduled the annual service taking it beyond January 2022. That meant BG wouldn't have met its responsibility under the contract to complete the service within the policy year. Looking again at the policy, on page 33, if a policyholder cancels before the end of the agreement but after having an annual service, BG will charge £65. BG refunded £65 to Mrs M for the missed boiler service. I'm satisfied that's a fair sum given it reflects the value BG places on the service within the policy documents.

In summary, although BG hadn't missed the boiler service when Mrs M first complained, it did fail to complete the service within the policy year. However, it's my view that BG put matters right by refunding to Mrs M the amount she paid for the annual service.

Appointments process

I understand Mrs M would've been upset and frustrated to hear BG say she should've arranged her annual service appointment. She rightly pointed out that the policy clearly says BG will first make three attempts to arrange an appointment. BG also said it made a mistake by failing to set the reminder on her account correctly. So, if Mrs M hadn't chased up an appointment, it's not clear when that would've happened.

However, Mrs M did chase up an appointment, as I've addressed above. But that doesn't put right the issue of BG giving Mrs M incorrect advice about the appointment and the time taken to look into her concerns and explain why the mistake had happened.

BG offered Mrs M £100 compensation by way of apology for the service shortfalls. Having considered all the evidence, I'm satisfied that's fair and reasonable in the circumstances. That's because BG caused Mrs M inconvenience and upset but its advice didn't cause any material loss. I wouldn't have required any more than BG has already offered so I won't be asking it to increase its offer.

Central heating failure

Mrs M asked for a refund of her payments because she said BG simply didn't provide the service she'd paid for after she reported a fault with her central heating. While I understand that the service wasn't offered as Mrs M would've liked, BG did make an appointment to attend to her central heating fault. The appointment was moved to later in the day and then again to overnight. I accept that Mrs M might not have found that acceptable, but BG would've met its responsibility under the policy. Page 28 says:

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.

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.

So, although BG rescheduled the appointment, I'm satisfied that it was in line with the policy. Mrs M subsequently cancelled the appointment because her neighbour was able to resolve the problem for her, so it would be unfair to say BG failed to meet its responsibility in respect of the repair appointment. Mrs M didn't need any further appointments, thankfully, so there would've been no reason for BG to attend. But that doesn't mean it should refund the policy payments to Mrs M. The service was available to her and that's what she paid the premium for. I won't be asking BG to refund the payments.

As a final point, Mrs M commented on media coverage about the service provided under the home emergency policy. It's not within my remit to consider other policyholders' complaints in my consideration of Mrs M's complaint. I've looked at the evidence relating to her complaint only, and in the circumstances I'm satisfied that BG has done enough to put matters right.

In summary, BG refunded £65 to Mrs M for the missed boiler service and it offered £100 for the service shortfalls. The offer is in line with what I would've required had BG not already made the offer. Therefore, I won't be asking BG to do any more here.

My final decision

For the reasons given above, my final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 5 October 2022.

Debra Vaughan
Ombudsman

