

## **The complaint**

Mr A complains about the service he has received from British Gas Insurance Limited (British Gas) under his homecare policy.

## **What happened**

Mr A took out a homecare policy with British Gas, which included an annual boiler service.

In 2022 Mr A complained to British Gas that his boiler hadn't been serviced under the policy since 2015. He also complained that he had been unable to book a service for the current year online as the website would not load properly. He also found it very difficult to get through to British Gas on the phone.

British Gas agreed that the boiler hadn't been serviced for six years. They said they had sent out some reminders to Mr A to book his service but accepted that this hadn't happened every year. They said that the cost of the service was £65 a year and agreed to refund a total of £390. Two years refunds had already been credited to Mr A's bank account in May 2021 and so a further £260 was paid in March 2022. They also paid Mr A £30 compensation to reflect the difficulties he had experienced booking his service for 2022.

Mr A wasn't happy with this and brought his complaint to this service. He said that over the last 6 years he has paid around £2,500 for his homecare policy and didn't think that £65 a year was the true cost of the boiler service. He would also like the £30 compensation increased to £40 to take into consideration his time and effort, plus the electricity he used.

Our investigator didn't think that British Gas need do any more as they had already refunded the cost of the annual service and paid compensation for the difficulties Mr A had booking his boiler service.

Mr A suffers from disabilities which impact on his everyday life and he also complained to this service that British Gas discriminated against him when they closed one of their local offices. He said that his disabilities meant that it was much easier for him to communicate with British Gas in person at the office rather than using their website or telephone. Although Mr A hadn't raised this as a complaint with British Gas, our investigator considered the issue so as not to delay matters further for Mr A. He concluded that closure of a local office was not unreasonable. British Gas didn't make any further comments, but Mr A asked for his complaint 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.

Mr A's homecare policy is a policy of insurance and covers breakdown, accidental damage and repair of his boiler and central heating system. A benefit of the policy is that it also includes an annual boiler service.

The policy terms and conditions make it clear that a boiler service is provided in each policy term – not necessarily each year. Page 28 of the terms and conditions says that British Gas will contact the customer up to three times to arrange the boiler service but after that no further reminders will be sent.

British Gas accept that they didn't service Mr A's boiler for six years – the last service being in July 2015. They also accept that they didn't send reminders to Mr A as they should have every year. I've looked at the information provided by British Gas and I can see that 2019/20 was the only year that British Gas sent the three reminders to Mr A. However, during this year despite attending to repair the boiler they didn't also carry out a service. I'm therefore satisfied that Mr A didn't receive the annual boiler service that he should have for six years and that it's fair for him to be refunded the cost of these.

British Gas say that the element of the policy cost that covers the annual service is £65 and on this basis they refunded Mr A a total of £390. I don't think this was unreasonable. It's important to remember that Mr A's homecare policy covers a lot more than just the annual service – it is primarily an insurance policy that covers breakdown and repair of the boiler and central heating system. Mr A had the benefit of this cover over the years even if he didn't need to use it.

Mr A suggests that I should look at the full cost of providing the boiler service including the profits made by British Gas and consider the true invoice cost to the customer. I would like to reassure Mr A that I've carefully considered his comments and seen a copy of all his policies with their annual cost. I understand Mr A doesn't think that £65 represents the true cost of the boiler service, but it's not for me to tell British Gas how to charge for elements of their policies. This is a commercial decision for them and not one this service would interfere with. What I can look at is whether Mr A has been treated fairly and I think he has. I'm satisfied that £65 is the standard cost that British Gas attribute to the boiler service and that Mr A has been refunded the full six years.

Mr A also complains about difficulties he had trying to book his 2022 service. He says he tried at different times of the day to access the website without success. He also went down to his local library to use their computer but was still not able to book an appointment. He did eventually manage to get through to British Gas on the phone and book his boiler service.

British Gas have apologised for the problems Mr A experienced and paid him £30 compensation for the inconvenience caused. I can see that British Gas couldn't find any problems with their website or Mr A's online account, but they did offer an apology for the length of time it took him to get through to them on the phone. I do understand how frustrating these issues must have been for Mr A, but in the circumstances I think £30 compensation is fair.

I've also considered the issue of discrimination over the closure of the local British Gas office. I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable. If Mr A wants a decision that British Gas has breached the Equality Act 2010, then he'd need to go to Court. I appreciate that due to his disabilities Mr A found it much easier to communicate with British Gas in person and that he's lost what he considered a valuable service. However, closure of an office is a commercial decision and not one that I can get involved in. I can't therefore say that British Gas acted unreasonably.

I can see that Mr A mentioned his disabilities when he complained to British Gas, but it doesn't appear that British Gas were aware of them prior to this. There is an onus on customers to let businesses know if they have communication needs that differ to other customers and that they may require adjustments. I understand that Mr A prefers face to

face communication but as this is no longer available in his local area, I'd expect British Gas to offer suitable alternatives such as phone and email – which they do. I think Mr H's policy may now have been cancelled but if not, I would expect British Gas to discuss with Mr A how they can look at making reasonable adjustments to assist him booking his annual service in future.

I appreciate that this will be a huge disappointment for Mr A, but I'm not upholding this complaint as I think British Gas have done enough to resolve matters. I hope he understands my reasons.

### **My final decision**

For the reasons above, I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 10 November 2022.

Elizabeth Middleton  
**Ombudsman**