

The complaint

Mr T complains British Gas Insurance Limited (“British Gas”) missed service appointments and his boiler hasn’t been serviced for over two years. Mr T wants a refund of his premiums.

What happened

Mr T has a HomeCare policy with British Gas which provides cover for repairs in the event of breakdown or damage to his boiler and central heating system. An annual service is also included.

Since July 2022 British Gas have missed three appointments to come and service Mr T’s boiler. He says his boiler hasn’t been serviced for over two years which has caused him considerable stress because he relies on the annual service to ensure the boiler is safe. Mr T says the appointments were made by the supplier and the time slots were between 08.00 and 13.00. Mr T took annual leave for three days out of his total leave allowance at work in order to be at home for the appointments.

Mr T complained to British Gas. British Gas said Mr T’s boiler was serviced for the year 2019/2020 and 2020/2021. British Gas accepted for the year 2021/2022 no annual service was done and so it paid Mr T £90 for the missed annual service and for the cancelled service appointment. It said no annual service has been completed for the current year where the policy expires in June 2023. British Gas said it offered to book Mr T’s annual service and keep his complaint open until the service had been completed. But he declined. British Gas accepted three appointments had been cancelled and offered Mr T £80 as a goodwill gesture. It didn’t agree to refund Mr T his premiums.

Mr T didn’t agree with British Gas. He wants his premiums refunded in resolution of his complaint. So he referred his complaint to this service. Our investigator looked into things for him. She said British Gas had acknowledged Mr T’s frustration for the missed service and appointments. She said it had compensated him a total of £170 which is in line with the awards made by this service. So she didn’t uphold the complaint.

Mr T wasn’t satisfied with the investigator’s outcome. He said British Gas missed three appointments in July, September, and October. He was then told an in-house engineer would attend but that didn’t happen. Mr T requested call recordings which he has yet to receive. He says he thinks he has been specifically targeted by British Gas. Because Mr T doesn’t agree the complaint 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.

Its clear Mr T feels very strongly that his complaint should be upheld. As a longstanding customer I recognise that he feels let down by the service he has received. But while I can understand Mr T’s frustration, our service is impartial. We don’t take either side’s instructions

on how we investigate a complaint, and we don't regulate or punish businesses. My role here is to assess whether I think British Gas made a mistake or treated Mr T unfairly.

I can see Mr T has gone to some trouble to provide our service with some very detailed submissions including specific points about the service he received. I want to assure him that I've read everything he's sent us. I hope he will understand if I don't address every comment he's made in this decision. I intend to concentrate on what I consider is key to this complaint.

British Gas has acknowledged there were failings in the service it provided to Mr T. So what I've needed to consider is whether the compensation it paid is fair.

Annual Service

I've considered the terms and conditions of Mr T's policy. I need to consider these because the policy terms detail what was agreed between Mr T and British Gas when the policy was purchased. And to see whether British Gas acted reasonably I need to decide whether it acted in line with what was agreed in relation to annual service appointments.

The terms and conditions say that an annual service is, "*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 regulation.*" And based on the evidence provided by British Gas I can see the boiler was serviced regularly in line with the terms of the policy. On the occasion where the service was not carried out, whilst not ideal, Mr T was compensated according to the terms of the policy. So I'm satisfied British Gas has acted fairly in respect of the annual service.

Missed appointments

There were three appointments made by British Gas which were cancelled. Mr T took time off from work to ensure he was at home and so was frustrated when that time was wasted when appointments weren't kept.

British Gas says that under its terms and conditions it doesn't pay for time off work. But the terms refer to '*reasonable timescales*' and say, "*we'll carry out any repairs or visits you're entitled to within a reasonable time.*"

Looking at what happened I don't think the three cancelled appointments and failure to service the boiler qualify as reasonable. And it has caused a lot of unnecessary inconvenience to Mr T and his family.

British Gas hasn't explained why those three appointments were cancelled. I can accept it might be necessary for a customer to need to take one or two days off to deal with matters such as this. But Mr T had to take three days off and each time the appointments weren't kept. So I think the inconvenience and consequential loss was more than might be expected. And I think it must have been very frustrating for him to take the time off and have the inconvenience of staying in for appointments that didn't happen.

British Gas has accepted the failure in service. The issue here is whether the compensation offered was reasonable. Mr T was paid £80 for the missed appointments. I know he has said that doesn't even cover him for one day of leave, but it's not intended to reimburse any loss of earnings. So based on what I've seen I think the compensation offered was reasonable. So taking everything into account I'm satisfied British Gas has attempted to resolve Mr T's complaint fairly.

In-house engineer attendance

Mr T has said he was told an in-house engineer would attend to service his boiler since the contractors instructed by British Gas had failed to do so. But this didn't happen. I have reviewed the call notes and can't see any reference to an in-house engineer.

Mr T has said he believes an in-house engineer would be less likely to miss an appointment since they are employed by British Gas and not contracted in the same way other engineers are. I am not sure the instruction of an in-house engineer would guarantee an appointment would be met.

I can see British Gas has offered to make an appointment for Mr T's boiler to be serviced but so far Mr T hasn't taken them up on this. I don't think British Gas can do anything more regarding the boiler service without an appointment being agreed with Mr T. So I can't reasonably hold British Gas responsible for the fact that the boiler service for the current year hasn't been carried out yet.

Call recordings

British Gas has advised the call recordings have been requested and will be processed in due course. It acknowledges it missed the initial request from Mr T and has apologised for this. I can see British Gas is attempting to provide the information Mr T has requested and this is what I would expect it to do.

Refund of premiums

Mr T wants British Gas to refund his premiums. If Mr T had cause to contact British Gas to deal with an issue covered under the policy it would be obliged to carry that out. And since he has had the benefit of the policy including the annual service and any repairs that may be required, I don't think it's fair to ask British Gas to refund those premiums.

Complaint handling

Mr T isn't happy with the way his complaint was dealt with by British Gas, including the tone of emails, and that two complaints were merged without his consent. Complaints handling isn't a regulated activity and therefore I am unable to comment on this aspect of Mr T's complaint.

I know Mr T will be disappointed with my decision. British Gas has accepted the service fell below what would be expected and has paid Mr T a total of £170 to reflect this. Initially he was paid £90 for the missed appointment and failure to service the boiler in 2022; and then a further £80 following conclusion of the complaint. I think the payment is reasonable in the circumstances and in line with what I would have directed, had it not already been paid.

My final decision

British Gas Insurance Limited has already paid Mr T £170 to settle the complaint and I think this is fair in all the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 13 April 2023.

Kiran Clair
Ombudsman

