

The complaint

Miss L has complained about British Gas Insurance Limited's (British Gas') failure to provide a boiler service. She has also complained about the poor customer service she received from British Gas, in relation to her HomeCare Policy.

What happened

On 23 March 2022, Miss L complained to British Gas about several issues she'd encountered when trying to utilise her HomeCare policy. These included not being able to have an annual service carried out at a weekend, and not receiving an annual service in 2021. Mrs L was also unhappy about the incorrect information she'd received from British Gas' agents when trying to arrange a boiler repair and felt that one of its live chat agents wasn't professional in his communication.

British Gas issued its final response letter addressing Miss L's concerns on 16 June 2022. In summary, it apologised for its agent's unprofessional communication, and explained that engineers in Miss L's area were only available to respond to emergency breakdowns on weekends. With regard to the annual service, it said it had refunded the cost of the annual service to Miss L. British Gas also offered to pay Miss L £60 compensation to say sorry for the poor service she'd received.

Unhappy with British Gas' response to her complaint Miss L referred it to this service. She clarified that she had arranged an appointment for repair and the service, beyond the cover period and was assured that while she was no longer a HomeCare customer, because she'd booked the engineer's appointment while she was a customer, the repair would be carried out. However, she was subsequently called by British Gas to advise that no appointment to carry out the repair would be honoured because her contract had come to an end. Then, on the day of the appointment, a British Gas engineer phoned her to say that he was on his way. He also told her that the statements about the lack of availability for weekend appointments for repairs or service, were untrue. Miss L then asked for all contact from British Gas to be by letter, which wasn't adhered to as she continued to receive calls and messages from the complaints department. She received a cheque for £60 compensation which she didn't accept, but not the cheque for £65 in reimbursement of the annual service fee.

One of our investigators looked into what had happened and issued a view not upholding the complaint. He said that British Gas had acted fairly by refunding the service fee and offering £60 compensation. With regard to the refund of premiums that Miss L requested, our investigator explained that as she had been provided with cover for the time that she had taken out the policy, and as British Gas would have been required by the policy terms to respond to any claim Miss L made on the policy, it was fair for the premiums to be kept by British Gas.

Miss L didn't accept our investigator's view and requested an ombudsman's decision on the complaint.

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.

Having done so, I've come to the same conclusion as our investigator and for the same reasons. I will explain why.

The role of the Financial Ombudsman Service is to impartially consider individual complaints where a customer thinks they have lost out financially because of a business's actions. If we think a business has done something wrong, we can also award compensation to a customer for the impact the mistake has had on them.

In Miss L's case, the first question I've considered is whether the policy terms say that the policyholder is entitled to book a weekend appointment for a boiler service.

On page 28 of the policy terms, under the heading: '*Visiting you*' and the subheading '*annual service*' it says in relation to the timing of the appointments: '*we aim to complete the majority of annual service visits in the summer months so you can have confidence your boiler is in good shape going into winter. 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.*' There is no mention of weekend availability for appointments for the servicing of boilers. British Gas explained that they reserve some weekend appointments for emergency repairs, however, if those are not taken it may be possible to make an appointment on the weekend for a boiler service. It is only when a customer makes an appointment via their live appointment calendar, that the current availability will be shown.

I appreciate that Miss L was frustrated at not being able to arrange a boiler service for a weekend day, however, I can't see that British Gas was bound to meet such a request in its terms and conditions. I've considered the actions British Gas has taken to apologise to Miss L for not providing the boiler service in the contract year, and I'm satisfied that its offer to reimburse the boiler fee was fair and reasonable in the circumstances.

Miss L has provided a detailed explanation of the comments she says were made by various British Gas employees with regard to her attempts to arrange for an engineer to service and repair her boiler. And while I can understand that she was upset and inconvenienced by the way British Gas communicated with her, it has acknowledged that the service provided by its advisors falls below the standards it sets for itself. British Gas confirmed they'd provided feedback to their employees / agents and offered Miss L £60 compensation for the upset it had caused her. I think this was a fair response from British Gas in the circumstances and I don't think the impact of the poor customer service on Miss L warrants asking British Gas to pay her additional compensation.

I also agree with our investigator's conclusion regarding the refund of premiums Miss L has requested. British Gas provided cover for Miss L, for the period during which she paid premiums, and I don't think the actions it, and its agents / employees have taken, warrants the award of this amount of additional compensation.

I am sorry to disappoint Miss L, but I think the refund of £65 and compensation of £60 offered by British Gas provides fair and reasonable compensation for the errors it has made in Miss L's case. I therefore won't be recommending that British Gas should do anything more. I understand that the cheques British Gas previously issued to Miss L have now expired. So, if Miss L chooses to accept this decision, then British Gas should promptly re-issue the cheques to Miss L.

My final decision

For the reasons given above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 11 July 2023.

Carolyn Harwood
Ombudsman