

## **The complaint**

Mr W and Mrs W complain that British Gas Insurance Limited (British Gas) provided poor service as they cancelled several service appointments at a time when they had issues with their boiler, and then charged her two excess payments for the repair that was undertaken.

## **What happened**

Mr W and Mrs W hold a heating and boiler insurance policy with British Gas to cover repairs to their boiler and an annual service. Mrs W has brought this complaint on behalf of both of them, and so when I refer to her throughout, I am referring to both Mr W and Mrs W.

The boiler was last serviced in November 2020 and so in autumn 2021 Mrs W contacted British Gas and booked an appointment. She was offered the first available appointment which was 24 January 2022.

British Gas later cancelled this service and rebooked it for 15 March. Mrs W then contacted British Gas and moved it forward to 11 February. This was again cancelled at short notice by British Gas and rebooked for 15 February.

Mrs W complains that throughout this time she had intermittent heating and scalding hot water. She says she was advised by British Gas that she was not a priority as she had heating.

When the engineer attended on 15 February, he advised that the thermostat and another part needed replacing and so Mrs W was charged two excesses.

British Gas said that they weren't made aware that Mrs W's heating wasn't working properly until then and so had not been able to prioritise her.

Mrs W complained to British Gas, and she was offered £115 compensation - £50 for the cancelled appointments and £65 for a missed annual service from 2019/20. This cheque was issued in July 2022. Mrs W didn't cash the cheque.

Mrs W was unhappy with this and with the complaints service she received, and so she brought her complaint to us.

One of our investigators has looked into Mrs W's complaint and she thought British Gas should refund one of the excesses and add 8% interest, increase the compensation for inconvenience to £100 and reissue the original cheque for £115 as Mrs W hadn't cashed it.

British Gas disagreed with our investigators view, and so the case has come to me to review.

## **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.

I'm upholding this complaint, and I will explain why below.

### **The rescheduling of appointments**

I can appreciate that Mrs W is paying a substantial premium, and that the repeated rearranging of the annual service is disappointing. British Gas have accepted that they have not provided the annual service in 2019/20 and they have offered a refund £65 in respect of that. The other £50 offered is for the inconvenience of the rearranged appointments.

Mrs W says that the impact of the rearrangements warrants more compensation than this because of the impact on her and her family of not having properly functioning heating, and uncontrollable water temperature.

So, I've looked at the evidence to see what British Gas knew and what actions they took.

British Gas have told us that they originally moved the service appointment from 24 January to 15 March, and Mrs W then rang and moved it to the earlier slot of 11 February. They have said that it was moved because breakdowns take priority over annual service visits, and their policy outlines this at p28, saying:

*"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."*

British Gas say that they have no record of any calls from Mrs W between November 2021 and 11 February 2022 reporting the breakdown or fault with her boiler. And so, they were unable to prioritise her visit.

I've seen the webchat transcript for 29 November between Mrs W and British Gas about booking a service. The webchat spans nearly two hours but there is no mention by Mrs W that she needs a repair as well as a service. At one point the call handler advises her that if a repair is needed that can be booked, but Mrs W still doesn't say a repair is required. The service is booked for 24 January during that call.

The contact notes have no further mention of contact until 18 January, when British Gas reschedule the appointment for 15 March. Mrs W then makes contact and moves this appointment forward to 11 February, and British gas then move it on 11 February. There's no evidence in the notes to indicate that British Gas were made aware of a repair issue until they arrived to complete the service.

I appreciate that Mrs W says that she told British Gas in her phone calls, but the calls are no longer available for listening to, and the notes don't reflect that, and so without any evidence, I can't fairly say that British Gas have not appropriately prioritised Mrs W.

However, I do think that just in terms of the service appointments, having to wait 2 months and then having it rearranged a further twice afterwards is poor customer service, especially when the previous years' service has been missed, and I agree with the investigator that the level of compensation for inconvenience should be increased to £100 to fairly reflect the inconvenience caused. This is in addition to the £65 refund for the previously missed service.

### **The excess**

British Gas have said that two excesses were charged as there were two separate faults that warranted two separate repairs. They have pointed to the policy terms which define excess as:

*“Excess or fixed fee*

*Your statement shows how much excess or fixed fee you’ve agreed to pay each time we complete a repair or replacement to your appliance whether your report a fault to us, you agree to our visit following a fault identified by boiler IQ or we find a fault during a first service or annual service. If the fault is related to one that we’ve fixed for you in the last 12 months, then you won’t have to pay an additional excess or fixed fee”*

They say that the policy chosen by Mrs W was a cheaper policy because they opted for an excess for each repair, rather than each visit.

Whilst I agree that the excess isn’t related to the number of visits, neither does it say an excess would be required for each individual part supplied and fitted. And so, it seems to me that both of the parts related to one “repair” as Mrs W made one report that the boiler was faulty, not two, and the need for both parts was identified when the fault was investigated. If the engineer had had both parts available at the time, then there would have only been one “repair”. So, I agree with the investigator that it doesn’t seem fair and reasonable to charge two excesses.

### **Putting things right**

To put things right I think that British Gas should:

- Refund the £65 for the missed service as previously offered
- Pay a total of £100 compensation for inconvenience, deducting any payment already made and cashed
- Refund Mrs W the second excess that was paid and pay 8% simple interest on that sum from the date it was paid until the date of settlement.

### **My final decision**

My decision is that I uphold Mr W and Mrs W’s complaint about British Gas Insurance Limited and direct them to put things right as above.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr W and Mrs W to accept or reject my decision before 22 May 2023.

Joanne Ward  
**Ombudsman**