

The complaint

Mr B is unhappy with the service he received from British Gas Insurance Limited under his HomeCare agreement.

What happened

Mr B's policy with British Gas includes an annual service of his boiler. Mr B had arranged an appointment for his service to take place on 11 November 2022. However British Gas contacted Mr B by text the evening before to cancel the appointment. Mr B says the next available appointment was not until 9 January 2023.

Mr B complained to British Gas in November 2022 about the cancellation of the service appointment. British Gas says that it had to reschedule the service appointment due to demand at the time, and it has to prioritise vulnerable customers and breakdowns.

There were then further issues. Mr B says that when the boiler was serviced in January 2023, British Gas's engineer did not replace the magna clean filter properly, which resulted in a leak. British Gas reattended and resolved the leak. However, when Mr B received his renewal documents the premium had increased by £76.32 for the year because British Gas had recorded the leak as a claim.

Mr B is very unhappy about the service provided by British Gas and brought a complaint to us about the delay in the service being carried out and the leak, which meant he had to wait in another day while it was fixed; and the increase in premium.

One of our Investigators looked into the matter. She did not think British Gas had done anything wrong when rescheduling the service appointment. She said it was reasonable that British Gas prioritise breakdowns during winter and due to demand at the time, it had to reschedule Mr B's appointment. However, the Investigator did accept the leak was likely a result of British Gas's engineer not refitting the filter properly and as a result of this British Gas increased the premiums which was unfair. The Investigator recommended that British Gas pay Mr B £50 compensation for this.

British Gas does not accept the Investigator's assessment, so the matter has been passed to me.

British Gas also said the issues about the premium and the leak had not been raised with it previously, so disputed that we can consider those points. However, it also says Mr B did not renew the policy, so did not pay any increased premiums; and that it attended to the leak on 4 February 2023 but if it was due to anything done wrong a month earlier, it would have been apparent sooner than that. British Gas does not therefore accept it was responsible for the leak. It says it was component failure that could have happened at any time.

The Investigator clarified with British Gas that it had been informed of all the complaint points Mr B had asked us to consider and had been given time to respond to those points. I can see British Gas was informed about these and I am therefore satisfied I can consider the complaint about the leak and the renewal premium in this decision.

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.

Annual service

British Gas says it was necessary to cancel the annual service appointment in November 2022 due to high demand for its services at that time. It is annoying to have an appointment cancelled, especially at short notice, but sometimes this is unavoidable.

While this was annoying and Mr B then had to arrange another appointment, I have not seen any evidence of any other detriment to him as a result of this. I do not therefore consider that any award is warranted for this by itself.

Boiler leak

British Gas says that the leak cannot have been caused by the engineer when servicing the boiler, as Mr B reported it around a month later and it would have been noticed a lot sooner than that if it had been caused during the service.

Mr B says that during the annual service the engineer removed the magna filter and failed to put it back properly. He says there was an open shopping bag under the boiler and the water had collected in the bag.

British Gas has not provided much information about the repairs done in February 2023 and I have not seen any detailed job notes. There are brief visit reports on British Gas's file which confirm that the engineer cleaned the filter in January 2023, which would have required parts to be removed. British Gas has not disputed that this is where the leak was coming from but says it was a result of "*component failure*" that could have happened at any time. However, I have not seen any evidence that the filter, or any other parts, had to be replaced or repaired in order to resolve the leak.

I do not think the fact that the leak was found around four weeks after the service proves that it was not due to anything done during the service. It seems credible to me that water could have dripped into a bag and not be noticed for a few weeks, depending on the volume of water involved.

Having considered everything provided to me, I do find Mr B's account credible. British Gas has not established that the filter was faulty and there's no evidence that it repaired or replaced it. It therefore seems to me, more likely than not, that the leak was the result of the filter not being refitted properly.

This meant that Mr B had to call British Gas back out to rectify this. It was put right and I have seen no evidence that there were any other problems with the boiler after that. I have also not seen any evidence of any water damage having been caused. So the leak resulted in Mr B having to clear up the leak when he found it and arranging another appointment for it to be resolved. I will address how this should be put right below.

Premiums

Mr B renewal premium was considerably higher than the previous year. The renewal documents said this was because Mr B had made a claim but I do not think it was fair to record this as a claim, when it was likely due to the filter not being refitted properly during the

service.

Mr B chose to take alternative insurance, so there was no financial loss to him but I accept this would have been frustrating and caused inconvenience. I will address what needs to be done about this below.

Compensation

Having considered everything, I agree with the Investigator that some compensation is warranted for the additional appointment Mr B had to accommodate due to the error during the service; having to clean up the leak; and the effect on his renewal premium of British Gas recording the leak as a claim. I agree with the Investigator that the sum of £50 is reasonable.

My final decision

I uphold this complaint and require British Gas Insurance Limited to pay Mr B the sum of £50 compensation for the distress and inconvenience caused to him by its handling of this matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 19 August 2024.

Harriet McCarthy
Ombudsman