

complaint

Mr J says British Gas Insurance Limited mishandled his home emergency policy by failing to arrange and carry out an annual service of his boiler.

background

Mr J had an annual home emergency policy with British Gas. Under the terms of the policy Mr J was entitled to have his boiler serviced annually. The policy ran from December 2016 to the end of November 2017.

In October 2017 British Gas sent a reminder to Mr J that his boiler required its annual service and he should book a service visit. So Mr J made contact with British Gas to book an engineer. British Gas said the first available date for the service to be carried out was January 2018.

Mr J complained to British Gas about the date offered for the boiler service. He said that by offering a January date this was after the contract had expired so was not compliant with the terms of his contract. Mr J sent three emails to British Gas which weren't answered and also tried to access its webpage to complete an online survey. He had some difficulties with the site as some of the links didn't open. Mr J decided not to renew his policy when it came to an end in November.

British Gas apologised for its poor service and offered Mr J £95 as compensation. This was made up of £65 for the missing boiler service and £30 for the lack of response to his emails and the problems he'd encountered with the webpage.

Mr J was unhappy at British Gas' response and complained to this service. Our adjudicator didn't recommend this his complaint should be upheld.

The adjudicator agreed with Mr J that British Gas should've sent him a service reminder before October so that he could've arranged it before his agreement expired. And said she appreciated not receiving the service he was entitled to would be upsetting and would've caused Mr J inconvenience.

But although the adjudicator thought Mr J had received a poor service from British Gas she said she thought the offer of compensation by British Gas had been fair and reasonable. The adjudicator said this service didn't have the power to punish businesses and could not require them to change their business practices. She said this service's role was to require businesses to pay compensation which reflects the trouble and upset caused by providing a poor service.

Mr J was unhappy at our adjudicator's view. He said his complaint was not about compensation but about the breach of contract by British Gas which he wanted addressed. The complaint has been passed to me.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've seen a copy of the policy's terms and conditions as well as copies of the correspondence between Mr J and British Gas.

British Gas agrees it didn't provide Mr J with the service he should've been able to reasonably expect. Not only did it fail to carry out the annual service on his boiler that Mr J was entitled to under the agreement but it also then failed to deal with his complaint in a prompt and proactive manner.

I think it's agreed that British Gas breached the terms of the policy by not carrying out an annual boiler service that policy year. I appreciate this is what Mr J feels very strongly about rather than the amount of compensation for the distress and inconvenience caused by the failure to carry out the annual service on his boiler.

Under the policy Mr J was entitled to this service. Mr J said had British Gas sent him a more timely reminder, taking into account the delay in being able to book a service and the date his agreement expired this could've been arranged. I agree it would've been better if British Gas had sent out an earlier reminder on this occasion, but I can't see anything in the policy that requires it to do so. The policy says that when the annual service is due, British Gas will contact the policy holder to arrange it. British Gas said it aims to carry out the service around the same time each year but sometimes this may be out of its control for a number of reasons including extreme weather. I have no reason to doubt this and I haven't seen anything to suggest that in Mr J's case British Gas intentionally offered to carry out the service after the end of the policy year. In any event British Gas has compensated Mr J for the cost of the missed annual service. I think this is fair.

One of Mr J's concerns is that British Gas may be regularly offering boiler service dates that are after a contract has expired. But I haven't seen any evidence of this, other than what Mr J has said. h Also my role is confined to making decisions for the individual complaint that I'm dealing with. Looking at the inconvenience caused to Mr J I think the offer of £95 compensation for the failure to carry out the service and its handling of his complaint afterwards is a fair settlement. I don't require British Gas to do more and I'm not upholding Mr J's complaint. From what I understand Mr J has received and cashed British Gas's cheque. So I don't think British Gas needs to do anymore.

my final decision

For the reasons above, I'm not upholding Mr J's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 3 October 2018.

Jocelyn Griffith
ombudsman