

complaint

Mr B is unhappy with the service provided by British Gas Insurance Limited (BG) under the HomeCare4 policy he has with them. He complains that BG didn't carry out an annual service and its negligence has contributed to the damage to his boiler.

Background

Mr B's British Gas HomeCare4 policy started on 29 April 2017. A benefit of the insurance is that BG carries out an annual service.

Mr B is unhappy that BG failed to carry out his annual service under the terms of the policy. He hadn't received any reminder letters and feels the negligence contributed to the recent breakdown of his boiler.

When he initially contacted BG to make a complaint, it incorrectly advised him he could only raise a complaint online. Mr B didn't use a computer, so was unhappy with its response.

Mr B complained to BG again. They looked into the matter and agreed to uphold his complaint. In summary BG said it had made several attempts to contact Mr B to organise a first service, but one wasn't completed. As Mr B had missed an annual service in the last contractual term, BG paid him £65. A further £30 was offered as a gesture of goodwill for him not having received the reminders and for being incorrectly told he'd need to email his complaint rather than log it over the phone.

Mr B remained unhappy with BG's response and brought his complaint to our service.

The investigator didn't uphold Mr B's complaint. He thought BG had done what it was required to do, by trying to contact Mr B three times by letter and once by telephone to arrange his first service. He didn't find BG responsible for the breakdown of Mr B's boiler and thought the £65 and £30 payments BG had already made were fair and reasonable.

Mr B disagreed. He said BG should've done more to contact him and arrange his service. He hadn't received any reminders and was very unwell during this period of time. He remains unhappy that, in September 2018 his boiler had stopped working; an engineer attended and found a serious problem with the heat shield, which could've led to injury and damage to his home.

As no agreement was reached the complaint was passed to me to make a final decision.

my findings

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

Firstly I'd like to say I'm sorry to hear Mr B has been unwell and has had what appears to be a difficult couple of years. I know this will come to him as a disappointment but I agree with the investigators conclusions for broadly the same reasons. I'll explain why.

missed annual service

The evidence I've seen shows that BG arranged a visit for 24 June 2017 and an engineer called to carry out Mr B's first service. Unfortunately they were unable to gain access to the property. BG spoke to Mr B who said it wasn't a convenient time and Mr B said he'd be in touch to rearrange.

A follow up letter was then sent on 6 July 2017, reminding Mr B of the importance of checking the safety of every appliance that's covered in his agreement, and asking Mr B to call to reschedule his first service.

A further two reminder letters were sent on 17 July 2017 and 31 July 2017.

I've considered the policy documents that were sent to Mr B in April 2017, along with his welcome letter. The terms and conditions say;

"We'll send you or your authorised contact an email, letter, text message or call you to arrange your annual service. We'll try to contact you up to three times. If we don't hear back from you we won't try again and won't refund the cost of the missed annual service."

The welcome letter says;

"If you've not booked your service yet, you can book it online at britishgas.co.uk/booking or by calling us on 0800 048 1000."*

I can't agree with Mr B that BG didn't make him aware that he'd need to book his annual service. I think it is clear from these documents that BG have fulfilled what is expected from them contractually. So I don't think BG has treated Mr B unfairly or made errors under the terms of the policy.

Mr B has said the postal service in his area is poor and this may be the reason he didn't receive any reminders and was therefore unaware he needed to book the service. He has also said he was unwell during that time and BG should've done more.

I've seen nothing which sheds any light on why the letters weren't received by Mr B. But a failure in postal services isn't something I can hold BG responsible for. It's not its fault if letters, which were correctly addressed, went astray in the post.

As I've said before I'm sorry to hear Mr B has been unwell, but I don't think it's unreasonable to expect Mr B to have made some effort to book an appointment, or even notify BG if he was unable to, due to ill health. I can't agree with Mr B that it was for BG to do more than it already had.

fault with boiler

Mr B contacted BG in September 2018, when he encountered some problems with his boiler. It sent an engineer and the fault was repaired. I understand the engineer informed Mr B he'd found a problem with the heat shield, which was very worrying for Mr B. It's difficult to say how long the fault had been there or what caused it. So, I can't fairly say this could've been avoided had a first service been completed in the contractual policy year 29 April 2017 to 28 April 2018.

Mr B has said he was extremely concerned for his home and family's safety; he was told the problems with his boiler could've caused carbon monoxide poisoning and/or a serious fire. I agree this is very worrying and I can see why Mr B feels so strongly about the potential danger his loved ones could've faced. But I'm unable to make an award for something that hasn't happened or for something Mr B believes could've happened.

Mr B mentioned further repair costs and that he may need to replace his boiler. I haven't seen evidence of any costs incurred by Mr B, and without evidence of loss I'm unable to consider this aspect of his complaint further.

customer service

When Mr B complained to BG about the poor service he'd received, he was told that he could only make a complaint by email. BG has agreed it could've provided a better service here. It apologised and in addition to £65 for the missed service, offered £30 as a gesture of goodwill, for advising him incorrectly that he could only make a complaint by email and not over the phone.

BG wasn't required to refund the cost of the missed annual service – the terms and conditions explain this. But BG refunded this as a gesture of goodwill. In total Mr B has received £95 in compensation for the service he's been given. Overall, I believe that's a fair and reasonable amount to compensate Mr B for the problems he's detailed.

my final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 17 July 2019.

Sonal Matharu
ombudsman