

complaint

Mr D complains that British Gas Insurance Limited didn't carry out an annual boiler service under the terms of his insurance policy.

background

Mr D took out insurance with British Gas in November 2015. Under the terms of the contract, British Gas was required to undertake an annual service on his boiler. The first service took place in November 2015 and the next service was scheduled towards the end of January 2017. Unfortunately British Gas contacted Mr D the day before appointment to confirm it was unable to honour it. Mr D refused to reschedule the appointment and complained to British Gas. He was told the appointment could be rescheduled and offered £30 as a goodwill gesture. Mr D wasn't happy with this and asked for the policy to be cancelled.

British Gas agreed to cancel the policy and offered Mr D £120 compensation. It said this included a £30 goodwill gesture, £65 because it wouldn't be carrying out the annual service inspection and £25 for taking time off work unnecessarily. Mr D said he thought £200 would be more acceptable but British Gas wasn't prepared to offer him anything more and so he complained to this service. Our adjudicator didn't think the complaint should be upheld because he felt the £120 compensation was fair.

Mr D's asked for his complaint to be reviewed by an ombudsman and so it's been passed to me for a 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.

The policy required British Gas to carry out repairs or visits '*within a reasonable time, unless something beyond our control makes that impossible*'. British Gas has explained that the winter period is the busiest period and priority had to be given to emergency or breakdown appointments. Mr D doesn't think the service had been due to take place within a reasonable timeframe and that British Gas didn't have the resources to undertake the service. I can't comment on the resources of individual businesses but I do agree that the arrangements concerning the service weren't satisfactory. However I'm satisfied that by agreeing to cancel the policy and offering compensation for its failings, British Gas has treated Mr D fairly.

Mr D thinks that £65 for cancelling the policy is inadequate because it's less than the cost of a boiler service. He also feels that the compensation doesn't reflect the premiums he paid and that £30 for the missed appointment and £25 for time off work is insufficient. British Gas has explained that the minimum charge for a visit isn't comparable to the cost of an annual service and that it has different costs for services depending on the level of cover. I accept this explanation. Further, British Gas doesn't need to refund the premiums Mr D paid because he had the benefit of the cover for the relevant months. In my view, £120 is reasonable compensation for the impact British Gas's failures had on Mr D and, overall, I think he's been treated fairly.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 26 June 2017.

Carolyn Bonnell
ombudsman