

## **complaint**

Mrs W complains about British Gas Services Limited's (BG) service under her home care insurance policy. My references to BG include its agents.

## **background**

Mrs W's boiler was serviced by BG in October 2016. She is on BG's priority services register due to her personal circumstances. She complains that BG cancelled her annual service appointments scheduled for November and December 2017 and January and March 2018. It told her the next earliest appointment was 14 May 2018, the date her policy ends, and she wanted an earlier appointment.

After BG cancelled the January appointment Mrs W complained to it. BG upheld the complaint as the service was overdue. It paid Mrs W £135 in total for compensation for the missed appointments and refund of the annual service charge. It said a manager would monitor the scheduled March appointment to ensure the job was done. BG then cancelled the March 2018 appointment and Mrs W only found out when she went online to check. She complained to us.

Our investigator thought that as BG couldn't fulfil its contractual obligation to do the service it should pay for Mrs W to have her boiler serviced by another provider. BG should also pay a further £100 in compensation for her additional distress and inconvenience.

BG disagreed and wants an ombudsman's decision. It said it had already refunded the premiums for the annual service so it wouldn't also pay for another provider to do the service. It clarified that £65 of the £135 it had paid was the service charge refund. It also said that while the service was late it was still within the policy year if it did the service on 14 May.

Before I made my decision Mrs W told us that on 14 May 2018 BG serviced the boiler. She's now cancelled the policy.

## **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 uphold this complaint.

BG has now done the boiler service so I don't need to decide if it has to pay for another provider to do so.

The only issue for me to decide is whether BG should pay Mrs W additional compensation. It had already paid £70 compensation before Mrs W complained to us. But since then it's cancelled another appointment, without directly informing Mrs W. The further cancellation was despite BG saying the appointment would be monitored by a manager and despite Mrs W being on the priority service register.

BG hasn't made any comment on our investigator's recommendation that it pay Mrs W a further £100 compensation. Because of Mrs W's health (which BG knew about) she needs to ensure her home is heated and she wants reassurance that her boiler is working properly. She was concerned about the effectiveness and safety of the appliance and the continuous

appointment cancellations increased her concern. Mrs W didn't have the additional inconvenience of finding an alternative boiler service provider. But looking at her overall distress and inconvenience caused by BG's poor service I think a further £100 compensation is a reasonable amount for it to pay.

**my final decision**

I uphold this complaint.

I require British Gas Services Limited to pay Mrs W £100 compensation (in addition to the £70 it's already paid) for her distress and inconvenience.

British Gas Services Limited should pay Mrs W within 28 days of us telling it she accepts my final decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 29 June 2018.

Nicola Sisk  
**ombudsman**