

complaint

Mr W is unhappy that British Gas Insurance Limited cancelled his annual boiler inspection. He's also unhappy with the way his policy is worded.

background

Mr W has Home Care insurance with British Gas. Part of this policy is intended to protect his boiler against faults and entitles him to an inspection each year. Mr W said British Gas cancelled his appointment in December 2017, leaving him without his annual inspection for that year. He also said this was a breach of its terms and conditions and that he's unhappy with how he's been treated over it. Mr W wants British Gas to accept its made a mistake and to guarantee him an inspection for November 2018 when he comes to renew his policy.

British Gas accepted it could have handled Mr W's complaint better and apologised for cancelling his inspection. It explained this was due to the high demand on its services at the time, meaning there were no engineers available to complete the work. It rearranged the inspection for the end of February 2018 and said this was still well within the agreement period and so it had not breached the terms of the policy. It offered Mr W £60 compensation – £30 because he had to chase it for updates re: the complaint itself and £30 for the cancelled appointment.

Our investigator said British Gas should increase its offer by £30, making the total amount of compensation due £90. She also said the policy terms were particularly misleading about the frequency of boiler inspections. And that she could see why Mr W was confused as the policy used words like *annual*, *each year* and *once a year*.

British Gas didn't agree. It said its terms were very clear about the frequency of boiler inspections and that it should not have to pay any more compensation than it has already.

And so it's for 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.

I've thought carefully about what both British Gas and Mr W have said. And having done so, I can understand why Mr W may have been confused about the expected frequency of his boiler inspections. His understanding was that he should receive an inspection every calendar year. Although that's not what his policy says. It simply says;

"one of our engineers will visit your home once a year to check that your appliance, boiler or central heating and ventilation is working safely and in line with the relevant laws and regulations"

The policy Mr W bought in October 2016 ran for a year until the beginning of November 2017, when he took out the same policy again. The conditions say, in summary, new customers must have a boiler inspection within 42 days of taking the policy. So for Mr W, this happened in November 2016. The policy terms also say this will count as the annual service for the boiler. This is where the confusion has arisen because Mr W then renewed his policy in November 2017 and was expecting to have another inspection around this date. When in

fact, British Gas had until November 2018 to complete another inspection. This is because each policy runs for a 12 month period and Mr W is only entitled to one inspection during this time.

I take on board the point made by Mr W and our investigator in that the policy wording could perhaps be clearer about this as when it mentions British Gas will inspect the boiler every year, it could, as it has on this occasion, be interpreted differently. But it's not for this service to tell a business to change its terms, that's the role of the regulator, the Financial Conduct Authority. I can, however, look at any impact caused as a result of a mistake that's been made.

On this occasion, I don't find that British Gas has made a mistake in terms of its policy wording, it could be clearer, but it also doesn't say it'll inspect the boiler every calendar year. I think the explanation it's given provides enough clarity on its position and I find this reasonable. I should also highlight there were no issues detected when the service was eventually carried out. Nor is there any evidence of a material impact on the boiler's performance as a direct result of the delay.

I do, however, find that British Gas caused Mr W unnecessary upset by first of all cancelling the appointment he made to have his boiler inspected in December 2017. It was rebooked and completed at the end of February, but this meant Mr W had to wait almost an additional three months for this to happen. And given this was something he was very concerned about, I think this was an unreasonable amount of time for him to wait. There were also issues with the way British Gas handled his concerns more generally and as a result the service he received was poor. There were plenty of times Mr W had to chase British Gas to find out what was happening and call backs were promised and not always delivered. It's for these reasons, I believe the uplift in compensation is due, because this caused Mr W unnecessary trouble and upset. I've thought carefully about a global figure of compensation and I think the amount already suggested by our investigator feels fair.

my final decision

For the reasons I've explained British Gas Insurance Limited must increase its offer of compensation by £30, making the total amount payable to Mr W £90, for the trouble and upset it's caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 7 July 2018.

Scott Slade
ombudsman