

complaint

Mr and Mrs H say British Gas Insurance Limited didn't complete an annual service of their boiler, which they paid for as part of their HomeCare cover.

background

Mr and Mrs H (the policyholders) are frustrated by the service they received from British Gas. Their HomeCare cover provided various benefits including an annual service of their boiler. But the policyholders told us this hadn't happened between September 2016 and March 2018. They say British Gas wasn't proactive in booking an inspection. And when they made arrangements for an engineer to visit earlier this year this was cancelled.

British Gas reviewed what had happened. It acknowledged things had gone wrong. It apologised. It offered Mr and Mrs H £30 for the missed appointment that had to be rescheduled. It also acknowledged that it hadn't completed an annual service of their boiler during the 2017-18 contract year. As a gesture of goodwill it offered them £65, which was the cost it attributed to this element of their cover.

Mr and Mrs H didn't think this was enough. They wanted their annual premium back, which was over £300. The investigator didn't agree, in particular because this fee covered a range of services including repairs, parts and labour, which they *could've* benefitted from, but thankfully didn't need to.

But the investigator did think British Gas needed to do a little more to put things right, so he recommended it pay Mr and Mrs H another £50 in recognition of the trouble and upset they'd experienced. British Gas disagreed with the investigator's view. So the complaint has come to me for 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'm upholding this case. I'll explain why.

There's no dispute about the things that British Gas got wrong. And it's gone most of the way to putting things right. There's very little between the parties here. But I've decided not to disturb conclusions of the investigator given the particulars of the complaint.

British Gas says the reason it had to cancel the scheduled visit to Mr and Mrs H earlier this year was because the weather conditions at this time were extreme. This meant there was a higher than unusual demand for its services. It knew the policyholders had heating and hot water and it decided to prioritise more vulnerable customers.

I recognise the business decision British Gas had to make. But it's also clear from the policyholders' testimony their particular concern was safety related. Mrs H reflected "...*what if our boiler was leaking gas or carbon monoxide?*" I can understand why they were worried that a check hadn't been carried out for around 20 months.

Mr and Mrs H's HomeCare policy booklet 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. We'll also test the gases your appliance or boiler produces. If these tests show that it's necessary to take your appliance or boiler apart to adjust or clean it, we'll do so."

British Gas refers to the £65 payment it made to Mr and Mrs H as a gesture of goodwill. But actually I think it's a refund for a service it was contracted to deliver and wasn't able to. That's why I think the investigator's award of an additional £50 is appropriate in this case – to recognise the trouble and upset caused by that failure.

my final decision

For the reasons I've set out already, I'm upholding this complaint.

I require British Gas Insurance Limited to pay Mr and Mrs H an additional £50 for the trouble and upset caused by the things it got wrong in this case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs H to accept or reject my decision before 10 October 2018.

Kevin Williamson
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