

The complaint

Mr E complains that British Gas Services Limited (BG) didn't treat him fairly when he needed an appointment for a problem with his hot water.

What happened

Mr E had HomeCare Four home emergency cover with BG. There was a problem with his hot water so he made an appointment online. It was Friday evening and he booked the first available appointment which was for Monday morning. Mr E wasn't happy to wait until then because BG advertises a same day appointment for the majority of emergencies.

He called BG that evening but it wasn't able to offer an earlier appointment. He cancelled the appointment online two days later and he arranged for a third party to restore his hot water.

Mr E called BG the following week to complain. He felt that it should've prioritised his appointment. BG explained that it didn't class the loss of hot water as an emergency, therefore it had offered him the first available appointment in line with the terms and conditions of his policy. Mr E didn't think BG treated him fairly because he had a child under one year old, and being left without hot water for three days didn't meet his expectations of the service BG advertised.

BG offered to reimburse the cost of the third party repair if Mr E provided the invoice and:

- the work would've been covered under his policy;
- it was satisfied with the company he used, and
- the cost wasn't excessive for the work done.

Mr E refused to provide the invoice. He asked BG to pay him £100 to compensate him for not treating him fairly. BG rejected his request but confirmed its offer remained available to him.

Our investigator didn't uphold the complaint. She thought that BG had acted in line with the terms and conditions of the policy and the evidence didn't suggest that it had treated Mr E unfairly.

Mr E didn't agree. He thought too much weight had been placed on BG's comments. Mr E said he doesn't want BG to reimburse his third party costs but he does want compensation because it didn't treat him fairly.

The complaint was passed to me to decide.

What I've decided – and why

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

I've decided not to uphold Mr E's complaint. I realise he will be disappointed but I'll explain why I've reached this decision.

When Mr E first approached this service he understood it was unlikely there'd be any contractual obligation on BG to attend on the same day. However, he is aware that BG is required to treat customers fairly, which he feels it hasn't done in his case. Mr E identified several points which supported his view. Rather than respond to each point, I'll address his complaint as a whole.

I think Mr E is right to conclude that there's no contractual obligation on BG to attend on the same day. This is covered in the terms and conditions and I'm satisfied that the relevant clause is reasonable:

"Reasonable timescales

We'll carry out any repairs or visits you're entitled to within a reasonable time, unless something beyond our control makes that impossible – in which case we'll let you know as soon as possible and give you another time when we can visit."

BG gave Mr E the next available appointment. He doesn't think it was soon enough, especially as it advertises and reports to the regulator a high percentage of same day appointments for emergencies. And if BG prioritised other customers who contacted it after he did, he thinks that's evidence that it didn't treat him fairly. I don't agree. Mr E was without hot water but he still had heating. I realise that BG defines emergencies as without heating or hot water, but it's reasonable for it to prioritise a customer who is without both. It's also reasonable for BG to tailor questions to the service which is lost. Mr E says it asked about skin conditions but not about children in the household. I can understand why loss of hot water might be more relevant to people with skin conditions, and why heating might be more relevant to people with young children. That said, if Mr E felt his need was more urgent because he had a young child in the house, he could've told BG. So if BG did give earlier appointments to someone who called after he did, it's likely that it would've done so because it felt that customer's need was more urgent taking into consideration the information available. I realise that would be frustrating for Mr E, but I don't think it means BG treated him unfairly.

Because BG advertises a high percentage of same day appointments, Mr E thinks it should've at least attended the following day if it couldn't achieved the same day target. BG said it operates a different staffing schedule over weekends but Mr E feels this is misleading. I don't have any reason to doubt what BG says but I don't think its staffing schedule is of importance here. There's no dispute that BG didn't attend on the same day. But it doesn't guarantee or even claim that it will. It says it attends a high percentage of emergencies on the same day, which necessarily means that it doesn't attend some on the same day. Unfortunately, Mr E's appointment fell into that category. I have no reason to doubt BG would've allocated an earlier appointment, if available, if it felt his need was greater than another customer's.

Mr E asks how long he would've needed to wait for an appointment for it to be unreasonable. I don't think that matters here. BG gave him an appointment which meant he was without hot water for one weekend. Its terms and conditions say that in some cases it will send a suitably qualified contractor. I think it's more likely than not that if it couldn't attend an

appointment within a reasonable timeframe, it would've used a contractor to fulfil its obligations. Mr E used a third party to complete the repair sooner than BG's appointment. He thinks that BG offered to cover the cost because it knew its service was unacceptable. I don't agree. It offered to cover reasonable costs on condition that Mr E provides evidence of the work done, by a satisfactory company, and that it was covered under his policy. This indicates to me that BG is comparing the cost of the work done with what it would've cost for its own engineer to attend or a third party contractor to attend on its behalf, with a view to reimbursing Mr E for the expense. BG didn't have to make that offer and I think it demonstrates that it was treating Mr E fairly. BG confirmed that the offer is still available to Mr E. If he wishes to accept it now, he should contact BG directly.

To be clear, treating customers fairly does not mean treating them the same. I would expect BG to offer an appointment based on the information available to it, taking into account its availability and customer vulnerability. In summary, Mr E reported the loss of hot water on Friday evening and BG offered an appointment for Monday morning. He didn't make BG aware of any vulnerability issues so I'm satisfied BG acted fairly in the circumstances. I don't think compensation is warranted here.

My final decision

For the reasons given above, my final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 17 July 2020.

Debra Vaughan
Ombudsman