

The complaint

Mrs F complains that British Gas Insurance Limited is responsible for poor service in connection with her home emergency insurance policy.

What happened

Mrs F had a British Gas Home Care agreement that covered her central heating (including an annual boiler service visit), kitchen appliances, plumbing and drainage and home electrics.

Mrs F booked an annual boiler service but on 8 January 2020 British Gas cancelled it a few days before the booked date of 13 January.

On 22 January Mrs F complained to us that British Gas had again rescheduled the annual service.

British Gas also rescheduled the annual service visit booked for 17 February.

British Gas sent a final response dated 25 February. It apologised for rescheduling visits. It offered Mrs F £100.00.

our investigator's opinion

Our investigator recommended that the complaint should be upheld. He didn't think British Gas had done enough to put things right. He recommended British Gas should pay Mrs F £200.00.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mrs F and to British Gas on 4 September 2020. I summarise my findings:

There was a term of the policy as follows:

*"In periods of local or national high demand for our services (such as cold weather), we prioritise breakdowns and may need to rearrange your **annual service**."*

And it was winter when British Gas rescheduled Mrs F's appointments. So I was minded that this was in line with that policy term.

British Gas offered Mrs F £100.00. That's more than I would otherwise have found fair and reasonable in the circumstances.

Subject to any further information from Mrs F or from British Gas, my provisional decision was that I wasn't minded to uphold this complaint. I intended to direct British Gas Insurance Limited to pay Mrs F £100.00 insofar as it hadn't already done so. I didn't intend to direct British Gas Insurance Limited to do any more in response to this complaint.

British Gas hasn't responded to the provisional decision.

Mrs F disagrees with the provisional decision. She says, in summary, that:

- British Gas fitted the boiler and advised on the installation of the kitchen cupboard.
- British Gas never offered any compensation or an apology in writing.
- British Gas sent an engineer to trap her. He falsified the contents of a document and had to telephone her to apologise for his falsehood.
- Since they cancelled the appointment yet again before lockdown, British Gas have not had the decency to rearrange the servicing of the boiler.

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.

From a renewal letter, I see that Mrs F had a five-year warranty expiring in August 2021. So I find it likely that British Gas installed her boiler in August 2016. From what she has said, a kitchen company built a cupboard around it.

Mrs F had some work commitments. So British Gas caused her inconvenience when it rescheduled appointments – as it did with the appointment for 13 January.

British Gas said on 17 January that it couldn't access the boiler until Mrs F arranged removal of parts of kitchen units.

So she had arranged the kitchen company to fit in with the British Gas appointment on 17 February. And the involvement of the kitchen company made rescheduling especially inconvenient.

But there was a term of the policy as follows:

*"In periods of local or national high demand for our services (such as cold weather), we prioritise breakdowns and may need to rearrange your **annual service**."*

It was winter when British Gas rescheduled Mrs F's appointments. And – on 22 January - she told us the following:

"I was contacted on Wednesday to say that British Gas would not be able to attend as they are too busy and would rearrange"

So I'm satisfied that there was high demand for British Gas services and rescheduling was in line with that policy term.

I've seen a final response by email to Mrs F dated 25 February 2020. It included the following:

*"I must apologise for the rescheduling of your appointments, I've ensured this will be monitored specifically to prevent this from happening again...
I offered £100.00... This is now our final response regarding this matter"*

So British Gas apologised and offered Mrs F £100.00. That's more than I would otherwise have found fair and reasonable in the circumstances.

So overall, I don't find it fair and reasonable to direct British Gas to pay any more than £100.00.

I note that Mrs F wishes to complain about failure to make and keep appointments after 17 February. She also wishes to complain that on 9 March 2020 a British Gas engineer incorrectly ticked a box saying that her equipment was dangerous and that she had refused permission to switch it off.

Under the rules by which the Financial Ombudsman Service is bound, she should take these complaints up with British Gas in the first instance before bringing her complaint to us if that is necessary.

My final decision

For the reasons I have explained, my final decision is that I direct British Gas Insurance Limited to pay Mrs F £100.00 insofar as it hasn't already done so. I don't direct British Gas Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 23 October 2020.

Christopher Gilbert
Ombudsman