

The complaint

Mrs H is unhappy that British Gas Services Limited (BG) missed scheduled appointments for her annual boiler service.

What happened

Mrs H had HomeCare Four home emergency cover with BG, which included an annual boiler service. She took out the cover to extend the term of the warranty when BG installed her boiler.

Mrs H booked appointments with BG for her 2018 and 2019 annual boiler services. But she says BG rescheduled at the last minute, causing her inconvenience specifically around her work life and childcare considerations.

BG says it attended the 2018 appointment as planned but the 2019 appointment was rescheduled due to emergency repairs taking priority. Mrs H was unhappy with the rescheduled appointment because it meant 15 months had passed since her last annual service. She felt that BG hadn't delivered the service she paid for and felt let down. Mrs H has since cancelled her policy.

Our investigator upheld Mrs H's complaint because of the inconvenience caused when BG rescheduled the boiler service. BG had already offered Mrs H £30 as a gesture of goodwill, but our investigator thought a further £100 was warranted.

BG didn't agree. It said that it had fulfilled the contract and it didn't offer a cash alternative for the boiler service. BG thought a total of £130 was excessive when it didn't think there had been any service failings. I issued a provisional decision in December 2020 explaining that I was intending to uphold Mrs H's complaint.

Here's what I said in my provisional decision:

"I've provisionally decided to uphold Mrs H's complaint, but I don't think compensation of £130 is warranted in the circumstances. I'll explain.

Firstly, Mrs H complains that BG failed to attend boiler service appointments on numerous occasions over the years she had the policy. BG has already investigated, paid compensation, and issued a final response for her earlier complaints. Mrs H didn't bring those complaints to this service within the time allowed so, because of that, I can only look at the complaint about the appointments for 2018 and 2019. I understand Mrs H is aware of that.

2018 appointment

Mrs H says BG cancelled the appointment the evening before it was due to take place. BG says it has one record of an appointment and it was completed on schedule.

I've looked at the account records BG provided and I can see that Mrs H booked the appointment online for the following day. BG recorded that the boiler service was completed as planned and it has no record of another appointment made for that year.

Mrs H provided a screenshot of a text message she sent on the day she made an appointment, confirming it was arranged for the following day. She also checked her boiler service records and confirmed that the boiler was serviced the following day as planned. Mrs H no longer has access to the calendar on which she recorded appointments, so there is no evidence to show that she made another appointment which BG failed to attend.

The available evidence is clear – BG attended the appointment Mrs H made for the following day. Without any evidence from either party to suggest that an earlier appointment was made and cancelled, it wouldn't be fair for me to conclude that BG missed an appointment. So, I'm satisfied that it attended the next day appointment as planned and that there is no evidence of a service failing.

I won't be asking BG to take any action in respect of the 2018 boiler service.

2019 appointment

Mrs H says BG contacted her the day before her planned appointment to reschedule the annual service to a few months later. She complains that 15 months passed since her last boiler service so BG failed to provide the annual service she paid for.

BG confirms that it rescheduled the appointment, which was because emergency repairs took priority. However, it says it completed the service in line with the terms of the policy.

For clarity, below is the policy definition of annual service:

"annual service

- a check in each period of agreement to ensure that your gas boiler, appliance or central heating, and ventilation is working safely and in line with the relevant laws and regulations."*

"period of agreement

- the day your agreement starts until your agreement runs out, as detailed on your statement."*

And the General Conditions provide further information about the annual service and appointments. I've included the relevant points here:

"Annual service

We'll send you or your authorised contact an email, letter, text message or call you to arrange your annual service. We'll try to contact you up to three times. If we don't hear back from you after the third time or you are not at the property when our engineer visits, we won't try again and won't refund the cost of the missed annual service. You can still contact us at any time to book it. Your annual service may be more, or less, than 12 months after your last service visit.

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."

"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."

*I think the terms are clear – the annual service will be completed within each **policy** year, which may not necessarily be within 12 months of the last service. In other words, Mrs H should have one boiler service for each year of cover. And, BG may reschedule at busy times if there is a need for a more urgent appointment elsewhere.*

BG says it rescheduled Mrs H's appointment because of high priority demand and I have no reason to doubt that. It's not possible to predict every eventuality and I think prioritising a vulnerable customer without heating or water is reasonable. I can understand why an annual service would be rearranged to create availability for an emergency and I don't doubt that Mrs H understands that too. So, I can't reasonably say that BG did anything wrong when it rescheduled Mrs H's appointment.

What isn't clear, is why BG didn't rearrange the service for a date within the policy year. If it had, I'd be satisfied that BG had acted in line with the policy terms which say it may be more than 12 months since the last service. But the new appointment two months later fell outside the policy year, which means BG failed to provide the service Mrs H had paid for. While the service was done the following year, and there was no detriment in terms of the boiler's functionality, BG simply failed to meet the contract terms through no fault of Mrs H. So I think it's right that BG needs to address this.

I can see that BG offered Mrs H £30 for the inconvenience of rescheduling the appointment. Had it arranged and completed the service within the same policy year, I wouldn't have expected BG to make any offer of compensation to Mrs H. That's because it would've met the terms of the policy. As it didn't complete the annual service within the period of agreement, and therefore didn't provide the full service for which Mrs H paid, I think BG should compensate her for that element of the policy.

BG correctly pointed out that the terms of the policy do not provide for payment of a cash equivalent:

"Cash in lieu

We won't offer you cash instead of carrying out an annual service, repairs or replacements."

That may be a fair term if Mrs H hadn't been available for appointments, or had asked for cash instead. But I don't think it's fair to rely on that term when BG's actions meant it didn't fulfil the contract. In these circumstances, BG didn't provide the service for which Mrs H had paid.

The policy states that BG would've charged Mrs H £65 if she'd had the annual boiler service done but then cancelled during the period of agreement. So I think it's fair to use the same figure when deciding what BG should pay Mrs H. I realise that BG completed the boiler service the following year, but it wasn't done as part of the 2019 period of agreement and I think it should be recognising that shortfall.

I think BG should pay Mrs H £65 in total, which is the £30 already offered and a further £35 to bring it to the value of the annual service.

I realise this will come as a disappointment to Mrs H because she will likely be thinking about the issues and frustration she experienced in earlier years. But I must make it clear that my

decision is about the 2018 and 2019 appointments and I can't fairly ask BG to pay £130 for a single rescheduled appointment."

I said I was intending to uphold Mrs H's complaint and I was minded to require British Gas Services Limited to:

- *"pay Mrs H compensation of £65, which is made up of £35 in addition to the £30 it has already offered."*

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Both Mrs H and BG responded to say they accepted my provisional findings.

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.

For completeness, I've looked again at the complaint. As both parties accepted my findings, and I'm satisfied that the outcome is fair, I see no reason to make any changes.

My final decision

For the reasons I've explained above, and in my provisional decision, I uphold Mrs H's complaint.

British Gas Services Limited must:

- pay Mrs H compensation of £65, which is made up of £35 in addition to the £30 it has already offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 20 January 2021.

Debra Vaughan
Ombudsman