

## **The complaint**

Mr R complained that the customer service he received was sub-standard under his home care / emergency policy with British Gas Insurance Limited (BG).

## **What happened**

As part of Mr R's home emergency policy, he was entitled to an annual boiler service. Mr R said he'd held a similar policy with BG for several years and liked to have his boiler serviced before the onset of Winter. In this case, this would have been in November 2020 (12 months after his last service).

Mr R complained because of the difficulties he had in arranging a date for his boiler to be serviced. The difficulties are well documented and known to both parties, so I won't detail every aspect. In summary, Mr R finally had his service carried out in Apr 2021, some five months later than Mr R would have liked.

Mr R experienced many difficulties arranging the service, including: administrative discrepancies between information contained on letters and what he was told by BG representatives, lack of available appointments in 2021, a cancelled appointment in 2021 and he received no responses to some emails sent.

Mr R said he was furious and left frustrated by BG's inability to provide him with his "annual boiler service and safety check" and wants to be compensated for the inconvenience it has caused him in trying to get an appointment scheduled.

BG acknowledged and apologised for the issues, offering £50 in compensation.

Our investigator decided to uphold the complaint, increasing the compensation to £100. She said, although BG had acted in line with its terms and conditions, she thought the customer service had been poor on several occasions. She compensated Mr R for the distress and inconvenience caused by trying to get his appointment arranged. Mr R wanted £175 compensation, so the case has been referred to an ombudsman.

## **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 can understand Mr R's sense of frustration. He expected to be able to book a service appointment for his boiler with a "few clicks" on his BG web site account. He has wasted a lot of his own time in trying to arrange the service which was subsequently delayed. He feels it should have been a straightforward task.

I have looked at the terms and conditions of Mr R's policy. It sets an expectation that BG will contact Mr R to arrange his service. I can see BG did contact Mr R, but the scheduling of the appointment became difficult, confusing and time consuming for Mr R. BG acknowledged its

service fell below the standard it would hope to give. Therefore, I need to consider whether the £50 compensation is fair and reasonable in the circumstances of this complaint.

BG said *“This year due to the pandemic it has left the business with a backlog of non-essential work, therefore, any annual services which were not due as a priority were either rescheduled or customers were asked to wait until later in the year. Regrettably, in Mr R’s case this was not communicated to him and the automated letters reminding him of the annual service were still generated, which has caused some additional confusion”*.

I have considered what BG said in the context of its terms and conditions. The terms say, *“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”*. I think BG has acted within its terms and condition. I think the pandemic is a major incident and will have had a major impact on it. It said it caused a backlog of essential work. As the pandemic has contributed the problem, I think BG has been reasonable to prioritise high priority jobs over annual services. As BG has acted in line with its terms and conditions, I think it has been fair in doing this.

BG has acknowledged its mistakes and says it should have communicated better with Mr R. As an organisation, it made the circumstances worse by communicating different messages. I think the number of times Mr R has had to deal with BG to get his appointment booked is unreasonable and I think BG has set some false expectation on the appointment happening earlier so for this reason I uphold the complaint, I don’t think £50 is fair compensation for the involvement Mr R has had. However, I can see BG did provide Mr R with a discount to his renewal in November 2020 as part of the complaint resolution.

Fortunately, he’s not had any problems with his heating. Also, he still had the benefit of the repair element of his policy had he needed it. Therefore, in these circumstances, I am awarding £50 additional compensation to the £50 BG originally offered. I think this is fair for the distress and inconvenience Mr R has suffered for his involvement during this time.

Mr R asked for our service to force BG to guarantee his appointment date for this year’s boiler service. Unfortunately, this isn’t in the remit of our service to consider.

### **My final decision**

My final decision is that I uphold this complaint, British Gas Insurance Limited is required to pay Mr R:

- £100 compensation – for distress and inconvenience.

British Gas Insurance Limited must pay the compensation within 28 days of the date on which we tell it that Mr R accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr R to accept or reject my decision before 2 August 2021.

Pete Averill  
**Ombudsman**