

## **The complaint**

Mr T and Mrs T have complained about the customer service provided by British Gas Insurance Limited (British Gas) under their home emergency policy.

## **What happened**

Mr T and Mrs T had a HomeCare policy with British Gas, which included an annual service for their boiler. Mr T and Mrs T didn't receive a reminder from British Gas that the annual service was due. Mr T also tried to contact British Gas by phone to book the service, but had problems getting through.

Mr T and Mrs T complained to British Gas. When British Gas replied, it accepted there had been a range of issues with booking the annual service. It explained that there was a known fault with its system that sent the automated annual service letters to customers. It said Mr T and Mrs T should now receive the reminders. British Gas said there were issues with using the automated booking system as Mr T and Mrs T didn't want British Gas to keep a record of their phone number.

British Gas also said Mr T and Mrs T's boiler hadn't been serviced for 16 months and it accepted that their preference was for this to happen every 12 months. However, annual services could be more than 12 months apart, which was in line with its terms and conditions. British Gas offered a £50 gesture of goodwill because of its failure to send the correct correspondence for annual service reminders.

Mr T and Mrs T also booked a boiler service, which was then rescheduled. On the day of the rescheduled boiler annual service, British Gas also phoned to cancel the appointment. However, a British Gas engineer did then visit that day to carry out the service. But, while he was there, another British Gas engineer phoned to say that he was on his way to carry out the service. The first British Gas engineer told the second one, he didn't need to visit. Later the same day another British Gas engineer arrived at Mr T and Mrs T's home to service the boiler, despite it having been carried out earlier that day.

Mr T and Mrs T contacted this service. Our investigator said there were a number of issues with British Gas' customer service, which it had accepted. He said £100 compensation more fairly reflected the trouble and upset caused to Mr T and Mrs T.

Mr T and Mrs T had also complained to British Gas about the issues with the rescheduled annual service, which British Gas replied to while the first complaint was with this service. British Gas accepted there had been issues with the annual service, including multiple engineers getting in touch. It offered £30 compensation

British Gas accepted the investigator's findings. It paid a total of £130 compensation. Mr T and Mrs T asked for the complaint to be referred to an ombudsman.

I issued my provisional decision on 6 September 2021. In my provisional decision, I explained the reasons why I was planning to uphold the complaint in part. I said:

*Mr T and Mrs T were concerned that British Gas didn't carry out all of the annual services it should have. This was because the services were sometimes more than 12 months apart.*

*I've looked at the policy terms and conditions. These said:*

*"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."*

*And*

*"period of agreement*

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

*And:*

*"Your annual service may be more, or less, than 12 months after your last service visit."*

*So, the policy explained that an annual service will take place during each period of agreement and might take place more than 12 months after the previous one. I've looked at whether there was an annual service during each agreement period. Based on what I've seen, an annual service did take place during each period of agreement, even where this was longer than 12 months after the previous service.*

*I'm aware Mr T and Mrs T were also concerned that they could have suffered a gas leak because of the gap between annual services. However, I haven't seen anything to suggest this happened and I'm unable to deal with hypothetical situations. So, based on what I've seen, I'm satisfied that British Gas carried out the annual services in line with the terms and conditions of the policy, even where these were more than 12 months apart. As a result, I don't currently intend to uphold this part of the complaint.*

*I've also looked at the issues with Mr T and Mrs T receiving reminders for their annual service. British Gas accepted there were problems because of a fault with the system that produced reminder letters and that this meant they hadn't received reminders. The policy terms and conditions said that British Gas would normally send annual service reminders, so I currently intend to uphold this part of the complaint.*

*Mr T and Mrs T also said it was difficult to use the automated booking system. This seemed to be because Mr T and Mrs T didn't want British Gas to have their phone number in their records because they kept receiving phone calls about other products. British Gas has said its automated phone booking system generally uses the phone number registered on the account to generate the details for the visit. I'm not able to tell British Gas how its automated phone booking system should operate or tell it to make changes to it. So, if Mr T and Mrs T don't want British Gas to register their phone number on the account to avoid being contacted about other issues, I don't think it would be fair for me to uphold this part of the complaint, as the booking system seems to be based on using a customer's phone number.*

*I'm aware that British Gas did contact Mr T and Mrs T by phone though, so Mr T and Mrs T have queried how it was able to do this if it didn't have their phone number. I asked British Gas about this and it explained that it doesn't hold Mr T and Mrs T's records on the account. It said that an engineer found their phone number in the work history, which contained the phone number from historic visits. If Mr T and Mrs T are unhappy about this, they would need to raise this as a new complaint with British Gas in the first instance so that it is able to try and address their concerns.*

*Mr T and Mrs T also complained that British Gas tried to cancel the annual service visit on the day of the rescheduled appointment and then arranged for three engineers to visit. My understanding is that the annual service was carried out that day. However, I can see that what happened would have caused Mr T and Mrs T concern and inconvenience, which I will consider as part of compensation.*

*So, I've thought about compensation based on the full circumstances of Mr T and Mrs T's complaint. I'm aware that they weren't sent annual service reminders due to a system issue and they would also have been inconvenienced by three engineers' visits being scheduled for the same day. I understand that Mr T's personal circumstances also made it more difficult for him to deal with engineers unexpectedly phoning or arriving at his home. British Gas has already paid Mr T and Mrs T £130 compensation. In the circumstances, I think that amount of compensation was reasonable and in line with the amount I would have required British Gas to pay. So, I currently intend to require British Gas to pay £130 compensation, which is made up of the £50 and £30 British Gas previously offered in response to the complaints and the additional £50 our investigator recommended. If all of this has already been paid, British Gas doesn't need to pay anything further.*

*However, I understand that British Gas paid some of the money by cheque and that Mr T and Mrs T might not have paid the cheques into a bank yet. If Mr T and Mrs T are no longer able to pay the cheques in, British Gas must take appropriate steps to ensure they receive the full £130 compensation, such as cancelling the cheques, if necessary, and reissuing the payments.*

I asked both parties to send me any more information or evidence they wanted me to look at by 11 October 2021.

British Gas didn't respond.

Mr T and Mrs T said:

- they weren't concerned about a gas leak but that no service was carried out on the boiler for two years when there were two harsh winters.
- they hadn't received letters to get the boiler serviced.
- they were still having problems with getting reminders for the boiler service and they were concerned they would miss another service.

### **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.

Having done so, I've decided to uphold the complaint in part and for the reasons given in my provisional decision. As part of that, I've looked at the comments from Mr T and Mrs T. To clarify on the gas leak point, when Mr T spoke to one of our investigators, he said that if there had been a gas leak he could have taken British Gas to court. So, I commented on the gas leak point because Mr T raised it with our service. I was also already aware that Mr T and Mrs T were concerned about the gap between the annual services and that there were issues with receiving reminders. I took this into account when I made my provisional decision. None of these points cause me to revisit my decision, but I'm grateful to Mr T and Mrs T for raising them.

If Mr T and Mrs T have ongoing concerns about the service they are receiving from British Gas, they would need to raise this as a new complaint with British Gas.

### **Putting things right**

British Gas must take reasonable steps to ensure Mr T and Mrs T receive the full £130 compensation, including reissuing any payments if necessary.

### **My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld in part. I require British Gas Insurance Limited to take reasonable steps to ensure Mr T and Mrs T receive the full £130 compensation, including reissuing any payments if necessary.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and Mrs T to accept or reject my decision before 9 November 2021.

Louise O'Sullivan  
**Ombudsman**