

## The complaint

Mr and Mrs S complain about British Gas Services Limited (British Gas) under their home emergency policy, which also included an annual service of their boiler. Their complaint is that British Gas didn't service the boiler, or resolve a temperature control problem, on a timely basis and also the time taken to respond to their concerns and complaints.

## What happened

Mr and Mrs S arranged a service of their boiler for August 2020, but this was deferred twice by British Gas, citing the need to attend to 'emergencies' from other customers. A service was then scheduled for the end of November, and an engineer visited Mr and Mrs S's property in early December and carried out a service of the boiler and heating system. However, Mr and Mrs S subsequently found that they couldn't adjust the heating temperature above a certain level, which was too low to warm their property adequately. Mr and Mrs S tried to contact British Gas to arrange a visit to fix the problem but weren't able to do this, other than by booking a further boiler service appointment. The appointment was also rescheduled (from December 2020 to January 2021) when the temperature issue was resolved.

Unhappy at the delay in being able to arrange a boiler service visit and then having to book a second boiler service when they considered that the first visit had led to the problem with the temperature control, Mr and Mrs S complained to British Gas. They complained initially when the boiler service was first re-arranged, and then on two subsequent occasions when the issue with the temperature control arose.

There were delays in British Gas considering the complaints, which meant that they responded after Mr and Mrs S first complained to this service. In their response, covering Mr and Mrs S's concern that they had effectively paid premiums in respect of a year in which a boiler service didn't take place, British Gas said there had been a misunderstanding on their part, leading to two scheduled boiler service visits being booked in successive months. In recognition of this, British Gas awarded Mr and Mrs S £65 compensation (the cost of a boiler service within the annual cost of the policy).

Unhappy at what happened and what they saw as a lack of response by British Gas to their complaints, Mr and Mrs S complained to this service. The main points of their complaint were that they'd been unable to heat their property to an adequate level and British Gas hadn't responded as they should have done to resolve the problem – a problem that Mr and Mrs S believed arose from the boiler service visit. Mr and Mrs S were also unhappy at not being able to contact British Gas to discuss the issue and a lack of response to their concerns. Mr and Mrs S asked for compensation for their distress and inconvenience, as well as a donation to charity by way of an apology.

During the course of this service's investigation of the complaint, British Gas further considered Mr and Mrs S's complaints. In addition to the £65 refund for the boiler service, they offered a further £150 in recognition that the service they had provided fell short of the standard that Mr and Mrs S should have received. Mr and Mrs S didn't think British Gas's revised offer was enough and made further representations about

their concerns to our investigator. British Gas then increased their offer of additional compensation to £200.

Our investigator thought this offer (being in addition to the £65 already paid for the missed service) was in line with that offered in similar cases. She also noted that British Gas had apologised to Mr and Mrs S for what happened and that, given the impact of restrictions in place due to the Covid pandemic, it was reasonable for British Gas to carry out essential work. She concluded British Gas's offer was fair and didn't need to do anything more.

Mr and Mrs S disagreed with the investigator's conclusions and requested an ombudsman review the complaint. They didn't think that £265 (in total) was enough in the circumstances, given the delays arranging their boiler service and then resolving the issue with the temperature control. They also weren't happy with the way that British Gas had dealt with their concerns and their complaints.

### **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.

My role here is to decide whether British Gas has acted fairly towards Mr and Mrs S.

Looking at Mr and Mrs S's complaint, I think there are three main elements. Firstly, the re-scheduling of their annual boiler service and how that was handled. Secondly, the problem with the temperature control that they believe was caused by the boiler service, and the time it took for the problem to be fixed. Thirdly, the way that British Gas dealt with those issues and the subsequent complaints.

On the first issue, Mr and Mrs S say that the service was delayed for a period of three months and then a further two months. British Gas have said that the boiler service was re-scheduled due to their having to prioritise vulnerable customers as well as the impact of restrictions due to the Covid Pandemic. I've considered both views. Looking at the service records, it appears that, prior to the boiler service originally scheduled, the boiler was last serviced in March 2019. The terms of Mr and Mrs S's policy provide for a boiler service in each year of cover. But there may be circumstances in which the intervals between services may be longer than 12 months. However, due to the Covid pandemic and associated government restrictions, British Gas deferred non-essential visits to properties. This also meant a backlog of visits when restrictions were eased. I don't think this was unreasonable, although it would have affected the scheduling of the boiler service.

While it was unfortunate that the service scheduled for August 2020 was re-scheduled twice, taking place in December 2020, British Gas acknowledged this meant Mr and Mrs S hadn't received a boiler service in the year to September 2020. I think refunding that part of the overall cost of the policy relating to the boiler service (£65) is reasonable, as Mr and Mrs S hadn't received that element of cover they'd paid for. British Gas have also said that while the service was delayed, the other elements of policy cover, for example call outs for breakdowns, was still provided (had it been necessary). I think that's reasonable, as although Mr and Mrs S didn't need to use that part of cover in the period, it doesn't mean that they were paying for nothing.

On the second issue, Mr and Mrs S's view is that the temperature control issue arose after the visit to service the boiler. Mr and Mrs S also told British Gas that, when the second engineer attended in January 2021 and fixed the problem, he told them that the issue was due to the first engineer not resetting part of the boiler when he carried out the service. I've

seen no evidence to contradict this point, nor that British Gas disagree, so I'm persuaded that it's the case. While the problem was fixed by the second engineer, it meant Mr and Mrs S couldn't heat their property to an adequate level between the two visits. I've also noted that the second visit took place after having been re-scheduled (from the end of December). While the time of year would be one where there were likely to be a higher number of calls to British Gas, that Mr and Mrs S weren't able to make an appointment quickly (and then had it re-scheduled) added to the inconvenience and the impact on them. So, I've concluded that the service provided by British Gas fell short of the standard Mr and Mrs S could expect.

The third issue is how British Gas dealt with the concerns raised by Mr and Mrs S, as well as with their complaints. While complaint handling isn't an activity that falls within the remit of this service, I do think British Gas didn't act fairly or reasonably towards Mr and Mrs S in how they responded to their issues and concerns. Particularly as the temperature control issue arose after the boiler service. British Gas's response to Mr and Mrs S's concerns also took longer than it should have done and, initially, only considered the issue of the re-scheduled boiler service.

Given my conclusions, I've thought carefully about the question of compensation. Our investigator thought that British Gas's offer of £150 (subsequently increased to £200) in addition to the £65 they paid for the missed boiler service was fair and reasonable. I've thought about the impact of what happened to Mr and Mrs S, particularly the temperature control issue, in terms of what would be an appropriate level of compensation for distress and inconvenience. While Mr and Mrs S believe that British Gas have continued to profit from their policy in the time that this service has investigated their complaint, I don't think this should affect the level of compensation for what happened. Taking account of all the circumstances, I think that £200 is fair compensation (in addition to the £65 already paid).

### **My final decision**

For the reasons set out above, my final decision is that I uphold Mr and Mrs S's complaint. I require British Gas Services Limited to:

- Pay Mr and Mrs S £200 for distress and inconvenience (in addition to the £65 it has already paid for the missed boiler service).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mrs S to accept or reject my decision before 13 December 2021.

Paul King  
**Ombudsman**