

The complaint

Mr E complains that British Gas Services Limited haven't provided the services covered by his Homecare policy, as they cancelled and rearranged the engineer's visit he booked in March 2021 multiple times. He wants them to refund the premiums he paid for the period when these services weren't provided.

What happened

Mr E has a Homecare policy with BG which covers his boiler, central heating system, plumbing, drains, home electrics and kitchen appliances. In March 2021 he booked an engineer's visit online for April 2021 as there was a problem with his boiler. He says BG called him the day before the appointment to say it was cancelled and would be rescheduled for May. They then called him again a few days before the May appointment to cancel this as well, rescheduling it for June 2021. He was offered £20 compensation for the changed appointment, which he declined. Mr E says that having to arrange time off work for the rearranged appointments caused him distress.

Mr E complained to BG in May 2021 after his appointment had been cancelled for the second time. He told them he believed that they couldn't provide the services his policy covered due to staff shortages and strikes. He said he'd been told his appointment had to be cancelled due to the large number of vulnerable customers suffering complete system breakdowns, which he didn't accept.

He also said he was told he'd been offered a priority slot on 11 June 2021, but when he checked online this slot was available for any new booking. As BG's agent had lied to him about the priority slot, he didn't believe anything else he'd been told, and he wanted £300 compensation for the services they hadn't provided in 2021.

BG called Mr E in early June to discuss his complaint. He wasn't happy with this as he'd told them he no longer wished to speak with them and had asked them to communicate by email. BG did this and apologised to Mr E that he was told he'd been offered a priority slot in June. They said they changed his time slot on 11 June to between 12 pm and 2pm. They reiterated that the reason his appointments had been changed was because vulnerable customers had to be prioritised. They also said his policy terms and conditions stated they weren't responsible for any losses arising from delayed, rearranged, or cancelled appointments. But they offered him £150 as a goodwill gesture.

Mr E wasn't happy with BG's response or the £150 they'd offered him. There was further correspondence between Mr E and BG in which he told them they hadn't understood his complaint. On 15 June 2021 BG told Mr E their response to his complaint had been reviewed by a manager who agreed with the outcome reached. They also said their records showed that an annual service had been completed for him on 12 June 2021. And they'd arranged to send him a cheque for £150.

Mr E replied to BG on 17 June 2021 saying they still hadn't understood his complaint. He said he asked for £150 in March after his first appointment was cancelled, but three months on as things still hadn't been resolved, he wanted £400. He also said their records weren't

correct as he was still awaiting his annual service, and he'd had to request emergency call outs on 12 and 13 June 2021, as the problem he had was worse after the first engineer's visit.

Mr E then complained to our service. Our investigator considered the case and felt that there were valid reasons for his appointments being cancelled and rearranged. He didn't think it was fair to ask BG to refund Mr E's premiums as his cover wasn't just for his boiler, and he'd had other work carried out during this period. And he thought the £150 BG had offered was reasonable compensation for the inconvenience Mr E had experienced.

Mr E wasn't happy with our investigator's opinion as he remained of the view that even if BG had provided other services to him, a three-month delay in providing a service first booked in March 2021 couldn't be considered reasonable. And he didn't accept BG's explanation that his appointments were cancelled due to the need to prioritise vulnerable customers with emergency breakdowns.

Since our investigator provided their opinion, we've asked BG to confirm what work their engineer carried out on 11 June 2021. They've told us that Mr E had reported an issue with his hot water and pipework and a potential leak. He'd not seen a leak, but his water pressure kept dropping. On 11 June 2021 they say their engineer replaced a leaking pump washer and recharged the unvented bubble. Mr E called after the visit to say his system had failed again. So an engineer reattended on 12 June 2021 when they repaired the leaking pump valve and recharged the vessel, and they also replace a shredder core.

During the visit BG say that Mr E asked the engineer to return and repair an issue with a radiator valve. This wasn't related to the fault that had been repaired and in was too late to complete this work. But an engineer attended the next day and replaced a towel radiator valve. So they don't agree that an engineer had to return twice to fix the fault Mr E had reported.

Th case has now come to me for a decision.

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.

The terms and conditions of Mr E's policy with BG state *'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.'*

Mr E first booked his appointment with BG in March 2021, but the issue he'd booked the appointment for wasn't resolved until June 2021. So I need to consider if this work was completed in a *'reasonable time'*. I understand Mr E's frustration with his appointment being rearranged twice. But I have to look at the wider circumstances at the time and what BG have told us about the reason for his appointment being rearranged.

In March 2021 the restrictions that had been in place during the pandemic were starting to ease and BG were able to offer more than just emergency appointments. They've told us that Mr E's appointments needed to be rearranged due to the number of vulnerable customers requiring assistance. Mr E doesn't accept this and thinks BG didn't have the staff available to cover his appointments.

Given the timing of the rearranged appointments I think it's likely there'd have been

vulnerable people who'd weren't able, or were reluctant, to have an engineer visit their home until restrictions started to ease. So on balance I accept that in April and May 2021 BG had to deal with an increased demand on their services, and prioritise certain customers as restrictions eased.

Mr E was given notice that his appointments had to be rearranged, and in the circumstances, I think it was reasonable for his appointments to be rearranged. And while I understand why he's unhappy about this, if the problem he had was an emergency, he could have called BG to arrange for an engineer to attend sooner.

Mr E believes that BG should refund the premiums he paid between the date of the first appointment he'd booked in April 2021 and June 2021 when the issue was finally fixed. But he still had cover during this period and could have called BG if he had any urgent issues. The record of service visits BG has provided confirms that prior to April 2021 Mr E had multiple service visits, so I think BG would have attended if he'd contacted them and said the situation was urgent.

Mr E paid an annual premium of £506.86 for his HomeCare Four policy for the period between 3 August 2020 and 2 August 2021. Although he paid extra for cover for his kitchen appliances. BG have offered him £150 for his cancelled appointments. I'm persuaded on the evidence I've seen that BG acted reasonably, and in accordance with the terms and conditions of Mr E's policy when they cancelled his appointments. So I'm not asking them to do anything.

And I think the £150 BG offered Mr E is reasonable to compensate him for the inconvenience he experienced.

My final decision

For the reasons set out above my final decision is that I don't uphold Mr E's complaint about British Gas Services Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 22 July 2022.

Patricia O'Leary
Ombudsman