

The complaint

Mr A has complained about the service provided by British Gas Insurance Limited (British Gas) under a home emergency policy.

Mr A is represented in this case by Mrs A, who I will normally refer to throughout my decision.

What happened

Mrs A contacted British Gas to complain. She said British Gas had rescheduled the annual service appointment, which also included a repair for an issue with the boiler. She was also unhappy this was the first scheduled service for two years, but it had been moved multiple times.

When British Gas replied, it accepted it hadn't provided the service paid for. It said it had sent the annual service reminders in 2019. However, it hadn't sent the 2020 reminders. It offered a total of £115 compensation, including £65 for the 2020 missed annual service.

Mrs A complained to this service. Our investigator upheld the complaint. He said when Mrs A tried to book the 2019 annual service, she hadn't been able to do so due to technical issues at British Gas. British Gas also hadn't sent the 2020 annual service reminders and then moved the next annual service a number of times. As Mrs A had an issue with the boiler, this caused further inconvenience. He said British Gas should pay a total of £215 compensation.

As British Gas didn't agree, the complaint was referred to me.

I issued my provisional decision on 27 January 2022. In my provisional decision, I explained the reasons why I was planning to uphold the complaint. I said:

I've thought about what happened in 2019. Mrs A said she tried to book the 2019 annual service but was unable to do so. She said there was a problem with booking it online and when she spoke to British Gas on the phone, she was told she had to book online. I'm aware that British Gas has said it has no record of a phone call from Mrs A and provided a screenshot from its systems to show this.

Based on what I've seen, there doesn't seem to be any dispute that Mrs A was aware she could book the 2019 annual service. Even, if I accept that Mrs A tried to book the service and was unable to do so at that time, I don't think this would mean British Gas was entirely responsible for the service not taking place. Ultimately, the annual service could only take place if Mrs A booked it. I haven't seen anything to suggest there were ongoing issues with customers being able to book appointments or anything to suggest something specific to Mrs A. So, on balance, I currently think it was more likely than not that Mrs A could have booked the annual service, even if she was unable to do so when she first tried.

I've also thought about the 2020 annual service. In this instance, British Gas accepted it hadn't sent reminders. I think it was reasonable that British Gas refunded the cost of that service.

When the appointment for the next contract year was first scheduled, this was only for an annual service. British Gas' terms and conditions explained it might have to reschedule appointments during periods of high demand, which is what it said happened here. It did this with one day's notice. British Gas then rescheduled the annual service again because of industrial action and prioritising customers without heating or hot water. It offered a date over two months away. Mrs A told British Gas there was an issue with the boiler. British Gas then offered a date a couple of weeks earlier, which would include dealing with the boiler issue.

Although Mrs A has said she didn't have heating and hot water, I haven't currently seen anything to suggest this was raised during the phone call. So, given the issues British Gas was dealing with at the time, it gave Mrs A the next available appointment based on her circumstances. I'm aware that British Gas also contacted its planning department to ensure the appointment wasn't rescheduled again.

But, I'm mindful that, with one day's notice, British Gas moved the annual service. In the end, it took place about four months later, having been rescheduled twice. This followed on from the annual service not taking place the previous year, which British Gas accepts it didn't send the reminder notices for. I think each of these issues caused Mrs A inconvenience and the combination of them added to that inconvenience and added to Mrs A's view that she wasn't receiving the service she expected.

So, although I think it was reasonable that British Gas refunded the £65 cost of an annual service, I've also thought about whether the additional £50 compensation it offered was fair. Having done so, I don't currently think it was because I don't think it reflected the range of issues that Mrs A experienced or their impact. As a result, I currently intend to say British Gas should pay £150 compensation. So, a total of £215, including the cost of the 2020 annual service. British Gas may deduct any payments it has already made to Mr A or Mrs A in response to the complaint from this amount.

I asked both parties to send me any more information or evidence they wanted me to look at by 24 February 2022

British Gas said it thought the amount of compensation was excessive but would agree to it in order to bring the matter to a close.

Mrs A said she didn't agree with some of the points made but, as she was happy with the level of compensation, she would accept it.

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 this complaint and for the reasons given in my provisional decision. I haven't found any reason to change my findings or the way I think this complaint should be resolved.

Putting things right

British Gas should pay Mr A £215 in total, made up of £65 for the annual service and £150 compensation.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that I uphold this complaint. I require British Gas Insurance Limited to pay Mr A £215 in total, made up of £65 for the annual service and £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 25 March 2022.

Louise O'Sullivan
Ombudsman