

The complaint

Mrs G complains about how British Gas Services Limited (“British Gas”) have given her poor service and handled a claim under her home emergency cover.

What happened

Mrs G has a Homecare policy with British Gas that provides an annual service of her boiler and central heating, plus insurance cover for kitchen appliances and home emergencies.

In November 2020 Mrs G made arrangements for her boiler to have its annual service carried out by British Gas on 4 January 2021. British Gas did not turn up for the appointment or let Mrs G know. She re-made the appointment for 29 January 2021 but on 26 January her electricity failed when Mrs G switched a light on.

Mrs G contacted British Gas to ask for emergency assistance and was only able to listen to an answerphone message stating that she should call back at the end of February. The weather at the time was poor and Mrs G was unable to get outside for further help so she contacted a third party tradesman who fixed the problem and Mrs G paid him £170 to do so.

A British Gas engineer then attended unannounced in February to check whether Mrs G was happy with the work done by the third party tradesman. The British Gas engineer suggested that Mrs G should get the fuseboard moved lower so that she could access it if the problem happened again.

Mrs G complained to British Gas who refunded her the £170 she had paid the third party tradesman and an additional £40 compensation for her distress and inconvenience. British Gas point out that the terms of its policy states

“Visiting you – Reasonable timescales

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.

During epidemics or pandemics, we will adhere to Government guidelines concerning restriction of non-essential travel and may have to reschedule your repair or visit until such time as the restrictions have been eased.”

A series of approximately eight appointments were then made between Mrs G and British Gas, and British Gas failed to attend most of them, sometimes with less than 30 minutes notice, sometimes with no notice at all. Some of these appointments were to carry out the annual service to Mrs G’s boiler and some were in respect of the fuseboard being moved.

Mrs G remained unhappy and brought her complaint to this service. Our investigator looked into the case and said they thought British Gas had acted fairly and reasonably and in line with its terms and conditions, so they didn’t think British Gas needed to do anything more.

British Gas agreed with our investigator’s view but Mrs G disagreed. Mrs G has asked for a

refund of her premiums paid to British Gas and more compensation for the poor service she says she has had.

As Mrs G didn't agree with the view, the complaint has been passed to me to make a final decision.

I issued a provisional decision to give both parties the opportunity to consider things further. This is set out below:

I want to assure Mrs G that I've read and considered everything that both she and British Gas have said when reaching my decision. I haven't referred to all the points raised as I've focused on what I feel are the key issues of the case.

I have written above about moving a fuseboard which Mrs G has told me took place in late June 2021. This part of British Gas' work can be called a chargeable service, and as such it doesn't fall under the remit of this service. If Mrs G wishes to make a complaint about the fuseboard then she should complain to the appropriate service which is Utilities ADR.

Mrs G has expressed her disappointment with British Gas' service as a long standing customer of theirs. Mrs G has told us that she decided to cancel her cover with British Gas since she approached this service as she said she felt like she was getting no service for £72 per month. British Gas have since offered Mrs G a discount to keep her cover but have overcharged her from what it said the cover would cost. I understand that Mrs G has engaged with British Gas and that an appropriate refund has been made to her.

I also understand that Mrs G's boiler was serviced by British Gas on 16 December 2021 under the terms of the contract.

Mrs G has provided this service with detailed lists of British Gas' missed appointments and her frustration is very real. There are 16 examples of missed or failed appointments in one year, some for chargeable work, some for routine work.

The emergency Mrs G had in January 2021 was one needing urgent help. Her situation was one of failure of her electrical system when the weather was icy outside. She could not access her computer or home phone as both need electricity to operate and felt she could not go round to her neighbours due to the icy conditions. Mrs G is a vulnerable customer and for her to contact British Gas and listen to a message saying she should call back in several weeks' time is very poor service.

I note that British Gas have refunded the £170 paid by Mrs G to the third party tradesman she had to call out, but I do not think that £40 compensation for her distress and inconvenience is enough. Mrs G paid a premium to give her peace of mind in emergency situations exactly like the one she found herself in and so for British Gas to fail to provide her with the service she urgently needed means that I think they should pay Mrs G additional compensation of £100.

I am also minded that British Gas have not provided Mrs G with a service during 2020 as I can see from their job sheet that no visits were made to Mrs G during that year. Although 2020 was badly affected by Covid, I don't think it's fair and reasonable that Mrs G continued to pay her premiums and then British Gas failed to provide her with the key element of cover in an emergency situation. I am of the opinion that British Gas Services Limited should also refund Mrs G's premium for the year of 2020 which is £864.21.

Response to my provisional decision

Mrs G agreed with my provisional decision but British Gas didn't. It agreed to pay Mrs G an additional £100 compensation, but it didn't agree that it should refund her premium. It said that there are many aspects of the policy that are unrelated to Mrs G's complaint and shouldn't be considered as part of the settlement. It said that "The policy is in place should Mrs G have needed to call upon 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.

British Gas responded to my provisional decision with some information about the cover Mrs G has purchased in 2019 but didn't tell me how they'd helped Mrs G during 2020-21.

From the information I have, it seems to me that British Gas has failed to deliver the essential services it promised Mrs G for the entire policy year. Then in January 2021 it failed to help her, a vulnerable customer, when she needed it the most in an emergency situation. I mention above that British Gas said "The policy is in place should Mrs G have needed to call upon it", but the evidence British Gas supplied to this service does not support that statement.

The evidence I have shows me British Gas' service to Mrs G has fallen far short of what they promised and the further evidence it has supplied does not change my thinking about my decision.

Mrs G has written to me and has said how lovely she finds British Gas' engineers when they attend her house to service her boiler and I am pleased about that.

My final decision

For the reasons set out above, my final decision is that I uphold this complaint. I direct British Gas Insurance Limited to:

- Pay Mrs G additional compensation of £100 for her distress and inconvenience
- Refund Mrs G's 2020 premium of £864.21

British Gas Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mrs G 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 Mrs G to accept or reject my decision before 18 April 2022.

Richard Sowden
Ombudsman