

The complaint

Mr B has complained about the failure of British Gas Services Limited (BG) to provide an annual service of his gas boiler and a number of rescheduled appointments.

What happened

Mr B has a HomeCare agreement with BG. This provides him with some insurance products and some non-insurance services which include an annual service of any gas appliances and an annual boiler service.

Mr B's complaint is that a number of appointments for an annual service were rescheduled by BG. Appointments originally made for 18 December 2020, 21 January 2021 and 26 April 2021 were all rescheduled a few days before the scheduled date. On 23 April an appointment was made for 24 June 2021.

On 17 May 2021, BG wrote to Mr B to apologise for the inconvenience caused by the need to reschedule his appointments but explained that it had been prioritising emergency callouts and had had to reschedule routine appointments. It paid Mr B £40 as a goodwill gesture and by way of an apology. He was told that his service needed to take place during his contractual period which was from 25 June 2020 until 24 June 2021. The appointment for 24 June therefore wouldn't be rescheduled.

On 10 June 2021, BG wrote to Mr B to cancel the 24 June appointment. Mr B didn't renew his HomeCare agreement.

On 5 July 2021, BG wrote again to Mr B to apologise for this further failure in the service it had provided. It sent him a further £50 as a gesture of goodwill and refunded him £65 being the cost of the annual service he hadn't received in the 2020-21 agreement year.

Mr B wasn't satisfied with BG's response to his complaint, so he brought it to this service. Our investigator's view was that BG was acting within the terms of its agreement with Mr B. She took into account the context in which BG had rescheduled Mr B's appointments, and the payments it had made to him, and considered that BG had made reasonable efforts to put things right. She therefore didn't uphold Mr B's complaint.

Mr B doesn't accept our investigator's view, so his complaint has now been passed to me for a final decision by an ombudsman.

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.

I've considered our investigator's view, and I've also considered what Mr B has said in response to it. Having done so, I'm not going to uphold Mr B's complaint and I'll give my reasons.

In order to uphold Mr B's complaint, I would need to find that BG had acted unfairly or unreasonably towards Mr B. Whilst I can quite appreciate the frustration that Mr B would have felt having been let down by BG on so many occasions, and whilst I entirely agree that BG's service was not what Mr B was entitled to expect, I don't think BG has acted unfairly or unreasonably in addressing Mr B's complaint for these reasons:

- BG's terms and conditions state that annual service visits can be rescheduled, and more than twelve months apart. The HomeCare agreement states:

"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."

BG has explained that the restrictions imposed during the Covid pandemic left it with less time to fit in all of its customer service visits as there were periods when it couldn't attend customers properties. For example, a second lockdown was imposed from 5 November 2020 which continued until early 2021. Emergency callouts were prioritised, and annual service visits were deemed not essential. That would've created a backlog of service visits on top of emergencies, and BG also experienced staff shortages due to engineers having to isolate.

- On each occasion BG gave what I consider to be reasonable advance notice of the cancellations – 6, 3 and 14 days respectively – which, although frustrating, limited the inconvenience to Mr B.
- As emergencies were being prioritized over annual services, if Mr B's boiler had broken down or Mr B had safety concerns, a repair would've been undertaken as a priority, so the insurance element of his HomeCare agreement was unaffected.
- BG has accepted that the service it provided was inadequate and has made goodwill payments to Mr B totalling £90. I consider this amount is reasonable and is in line with the amount of compensation this service might otherwise have required BG to pay in the circumstances.
- BG has also refunded Mr B £65, that being the annual service element of his HomeCare premium as BG failed to provide him with an annual service during the June 2020-21 year. Mr B continued to benefit from the insurance cover provided by his agreement, so he hasn't paid BG for something it hasn't provided.

My conclusion is that whilst BG failed to provide a satisfactory service to Mr B, it has taken reasonable and appropriate steps to put that right. I'm therefore not going to require it to do anything more.

My final decision

For the reasons I've given above, I'm not upholding Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 14 June 2022.

Nigel Bremner
Ombudsman