

The complaint

Mr G complained about the poor level of service he received from British Gas Insurance Limited ("British Gas") under his home emergency policy.

What happened

Mr G raised a complaint to British Gas for numerous failed appointments from British Gas engineers in 2019/20 and 2020/21. He said British Gas often changed appointments from the morning to the afternoon or even to a different day, often with little notice provided. This meant Mr G and his wife were constrained to staying in their home at times when they didn't need to. It also meant they had to change planned arrangements.

On one occasion, an engineer attended an appointment to service the boiler, but he wasn't qualified to carry out the work. Mr G said he received letters to arrange his boiler service, but due to missed appointments he didn't have his boiler serviced for two years. Call backs weren't made to Mr G that were promised.

After a review of the complaint, British Gas offered £210 in compensation, which included £130 for the two boiler services that didn't happen.

Our investigator decided to uphold the complaint. He didn't think the compensation was reasonable for the delays British Gas had caused Mr G. He increased the compensation by £70 (to £280 in total). British Gas disagreed, so the case has been referred to an ombudsman.

My provisional decision

I made a provisional decision on this on 25 April 2023. I said:

"I think the circumstances of the complaint are clear – British Gas has acknowledged the boiler wasn't serviced in two years. There was failed and moved appointments and failure to call back Mr G when promised. So, I don't think there is a need to repeat the timeline of what's happened, it's well known. So, I have focused on deciding whether I think the compensation British Gas has offered is fair. I don't think it is, so I intend to uphold this complaint and I'll explain why.

I appreciate British Gas has explained to our service some of its issues during this period were caused by the Covid-19 pandemic, but I haven't seen any evidence during the claims / complaint that indicates British Gas ever raised this as an issue. So, I don't think it's reasonable to identify this as a reason for British Gas' failings at this late stage. British Gas did send a generic letter to Mr G about Covid-19 and the impact this may have. However, I don't think it adequately explained the impact of any of this to Mr G during the complaint or used this to explain the reduced service.

The boiler service was a contracted service that should've happened every year. British Gas has refunded £130 for this not happening. But Mr G went in total three and half years (August 2018 to April 2022) without a service. Within his correspondence, he raised

concerns with British Gas about his wife's condition and the possible impact the boiler not being serviced may have had on her. It's clear that Mr G was concerned about the safety of his home. Given British Gas didn't provide the service it has contracted, I think it should've pro-actively refunded Mr G – not waited for the complaint to do this.

I can see British Gas has shared records of some of the reasons appointments were missed or moved. I don't think this would be unreasonable if it was the odd appointment, but in Mr G's case, I think he has been let down an unreasonable number of times – even if his contract did allow for British Gas to act in "reasonable timescales". I don't think it's fair to contact Mr G and his wife at short notice to change appointments, or to miss appointments without notice. This would've caused them a considerable amount of inconvenience. This seemed more of a trend than one-off re-scheduling, I don't think this is the service Mr G signed up for.

I intend to uphold this complaint as I don't think the compensation offered is fair in the circumstances and reflects concerns Mr G raised. The length of time the servicing didn't happen was unreasonable given this concern. I think the situation would've caused distress and there was considerable inconvenience with the missed appointments and failed call backs. I don't think British Gas was pro-active in making the refund. Therefore, I intend to award additional compensation of £190 (that's £400 in total). I think that's fair and provides a proportionate award of compensation for the distress and inconvenience caused when considering the cost of the service Mr G was paying during that time and the level of service he received".

Responses to my provisional decision

Mr G accepted my provisional decision, and he didn't have anything further to add.

British Gas didn't agree with my provisional decision. British Gas explained further its view that the pandemic was the cause of the failed appointments and shared some of the generic communications it had on its website to explain this. It also sent Mr G a generic letter explaining the difficulties it was experiencing. However, British Gas offered a further £65 compensation to its original offer as it recognised it had missed Mr G's third annual boiler service.

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 information British Gas has provided is no different to what was considered when I made my provisional decision. Given neither party has provided any new information, I see no reason to change my provisional decision. My decision sets out why I think British Gas hasn't provided a reasonable level of service. I appreciate the pandemic brought about issues, but I don't think British Gas has explained this to Mr G appropriately in its final response or during his interactions with it.

My final decision

My final decision is I uphold this complaint. I require British Gas Insurance Limited to pay Mr G:

- £190* compensation – for distress and inconvenience (including the missed boiler servicing). British Gas also need to pay the £210 offered if it hasn't already been paid.

British Gas Insurance Limited must pay the compensation within 28 days of the date on which we tell it that Mr 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 Mr G to accept or reject my decision before 16 June 2023.

Pete Averill
Ombudsman