

## **The complaint**

Mr J complains about delays and poor service from British Gas Services Limited (British Gas) in relation to his Homecare agreement.

Any reference to British Gas includes its respective agents unless specified otherwise.

## **What happened**

The background of this complaint is known in detail to the parties involved so I'll summarise what I've found to be the key points.

- During the annual service under his British Gas Homecare agreement, Mr J says the engineer blew a circuit board in his boiler but said they couldn't repair it as they weren't qualified to do so. Mr J says this left him without heating and hot water until the following day when British Gas sent another engineer to repair the issue.
- Just before Christmas, Mr J's boiler broke down leaving him without heating and hot water. The earliest engineer appointment with British Gas was around two weeks later. Mr J says he tried several times to get through to a call handler to raise the urgency of his issue and the fact he was on the priority list, but there was a wait of several hours and he couldn't get through.
- Given the time of year and cold weather, Mr J needed a working boiler as soon as possible. He therefore reached out to friends and managed to secure the help of one of them to fix his boiler. Unhappy with the service from British Gas, he tried to cancel the policy but still couldn't get through to it on the relevant phone number. He therefore made a complaint and managed to cancel the cover the following month.
- British Gas charged him a cancellation fee. Mr J didn't think this was fair and asked it to refund this along with the premiums he'd paid for the policy. British Gas didn't agree to refund the premiums, but it recognised that Mr J would've been disappointed that it let him down and it apologised that the level of service he received wasn't to the standard he expected. In recognition of this, it paid him a total of £100 compensation (inclusive of a refund of his cancellation fee of £8.54).
- Mr J brought his complaint to this Service. Our investigator upheld it in part. She didn't agree that Mr J's premiums should be refunded to him as she found he'd benefitted from the cover during the period the premiums were paid, and so she said it was fair British Gas retained these. But she didn't think the timescale for an engineer visit was reasonable, especially given the fact Mr J was on a priority register with British Gas and she considered the impact this had on him.
- She recognised the worry caused to Mr J by not having heating and hot water during winter and the prospect of this going on for weeks. While the boiler was fixed much sooner than this, she said it was at Mr J's inconvenience in having to ask friends to resolve the matter instead of being able to rely on his British Gas policy. To put things right, she said British Gas should pay Mr J a total of £150 compensation (£50 more than its original offer).
- Mr J accepted the investigators findings, but British Gas disagreed. It said it hadn't

treated Mr J unfairly as it adhered to the policy terms by offering him a reasonable appointment in what was essentially its busiest time of year. It said Mr J managed to sort his boiler within 24 hours, so he wasn't without heating or hot water for a prolonged period. It therefore felt the issue had been resolved in a timely manner, so no further compensation was required.

- The complaint has been passed to me to make a final 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.

- Mr J didn't disagree with the investigators findings about the policy premiums. I agree these shouldn't be refunded, for broadly the same reasons already explained to Mr J, so I won't be directing British Gas to do anything further in relation to this.
- That leaves the matter of compensation for distress and inconvenience. From what I've seen, British Gas agreed it let Mr J down when he made his complaint. And it's not in dispute that compensation should be paid as a result.
- Our investigator said this should be increased by £50 but British Gas disagrees, saying it offered Mr J a reasonable appointment and his loss of heating and hot water was resolved quickly, so the compensation already offered is sufficient.
- On balance of what I've seen and considering what's fair and reasonable in all the circumstances, I can understand why Mr J didn't think two weeks was a reasonable appointment timescale - especially because his boiler issues affected his heating and hot water during the cold winter months. I can understand why this would've caused him considerable worry and upset and prompted him to look at other options of help.
- British Gas says it has no record of Mr J calling to notify it of the urgency of his boiler issues and that had he done this, an engineer may have been able to attend sooner. It argues that it can't be held accountable for something Mr J didn't make it aware of.
- Mr J says he attempted to speak to British Gas but was unable to get through. As his call attempts never connected to a call handler, I don't think it's unusual for these not to show on call records. And given that by British Gas' own admission, Mr J's request for an engineer's visit was at its "*busiest time of year*", I'm persuaded by Mr J's testimony that because the lines were so busy, he couldn't get through.
- While Mr J did manage to find a way to resolve his boiler issue relatively quickly, this was at his inconvenience of enlisting a friend to help him with this, rather than using the policy he'd taken to help with such issues. And it's likely his upset regarding this matter was further compounded by the previous instance he says he was left without heating and hot water after his British Gas boiler service – also during winter.
- Taking everything into consideration, our investigator said a total amount of £150 compensation fairly recognised the distress and inconvenience caused to Mr J. On balance of what I've seen in this particular case, I don't think this is unreasonable.
- British Gas should therefore pay Mr J a total of £150 compensation. It can deduct any amounts already paid to Mr J from this figure.

### **My final decision**

For the reasons set out above, my final decision is that I uphold this complaint in part.

British Gas Services Limited must pay Mr J a total of £150 compensation for the distress and

inconvenience caused to him. It can deduct any amounts already paid to Mr J from this figure.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 25 July 2023.

Rosie Osuji  
**Ombudsman**