

The complaint

Mr M has complained about the service British Gas Insurance Limited (British Gas) provided to him in relation to his home emergency (central heating cover) insurance policy.

What happened

British Gas arranged an annual boiler service for 1 June 2022 with Mr M which it had to cancel at short notice. Mr M wasn't happy about this and complained.

On 23 June Mr M reported that his hot water stopped working and that his gas had been turned off by British Gas contractors who also damaged his garden border edging. British Gas said issues with the gas supply would have to be referred to a different department as they were unrelated to the home emergency cover. But it said it would send an engineer to carry out the repairs.

Mr M raised a further complaint around 4 July and said that a boiler service wasn't carried when the engineer attended on 23 June. British Gas said, according to its notes, a service had been carried out.

British Gas issued two final response letters. In the first one, sent 29 June 2022, it said appointments can be cancelled at short notice especially during periods of high demand as it has to prioritise breakdowns over service appointments. But it paid Mr M £25 compensation for the inconvenience he suffered as a result of this.

In the second final response letter, sent on 4 July 2022, it said that an appointment had been made for 23 June 2022 for both a repair and a service. It said Mr M didn't want a service to be carried out as he had other commitments, but its records showed that a service was carried out. Nevertheless, it offered to arrange another visit or to pay Mr M £65 for the cost of the annual service. As Mr M wasn't happy with the service he was receiving the matter was referred to a manager who gave him the same options but said the service could be arranged for July 2022, subject to availability.

Mr M said when he spoke to British Gas about his complaints it arranged a further appointment for him for 6 July. But no one attended that appointment either. British Gas said an appointment was not booked for 6 July but it was still waiting for Mr M to choose between arranging a further appointment or the £65. It said Mr M didn't respond to say which option he preferred. Mr M wasn't happy with this and asked British Gas to provide a copy of the relevant call. He also said he was unhappy with British Gas's handling of the matter as well as the service it was providing.

Mr M then complained to the Financial Ombudsman Service. He said he wanted for all outstanding issues to be resolved and to be compensated for the time spent chasing British Gas and for its failure to attend the appointments.

One of our investigators reviewed the complaint but didn't think it should be upheld. He felt the £25 compensation British Gas offered for the cancelled appointment was fair. He also

thought British Gas's offer to arrange another appointment or to pay Mr M £65 was fair and reasonable.

Mr M didn't agree and asked for an Ombudsman's decision. He asked for further information including calls with British Gas where a further appointment had been arranged. Our Investigator made further enquiries with British Gas but for technical reasons it said it wasn't able to provide any of the calls or emails. The manager Mr M had spoken to at the time recalled that they had spoken and said she had offered Mr M another service or £65 but not both.

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, and with regret for the disappointment this may cause Mr M, I've decided not to uphold it. I trust that my reasons below will help Mr M understand why I have arrived at this decision.

Mr M was unhappy that the 1 June appointment was cancelled at short notice. From what I have seen the appointment was cancelled 30 minutes before it was due to take place. British Gas said that its terms allow it to prioritise breakdowns over service appointments during periods of high demand and I think this is fair. Nevertheless, I appreciate that a cancellation at short notice would have been frustrating for Mr M. British Gas offered Mr M £25 for the inconvenience this caused and, in the circumstances, I think this was fair and reasonable.

Mr M said that no service was carried out on 23 June. From what I have seen, British Gas's records show that a service was carried out on 23 June 2022, at the same time as the repairs. The record shows that the service lasted 28 minutes. I note that Mr M disputes this but I find the notes, which I'm satisfied were completed at the time of the service, to be persuasive. So, on balance, I think a service did take place on that day. In any event British Gas had offered to carry out a further service or pay Mr M £65 which I think this is fair and reasonable in the circumstances.

Mr M said a further appointment was arranged for 6 July but no one attended. He said this was agreed during one of the calls that British Gas hasn't been able to provide. British Gas said a further appointment was not arranged for that day. From what I have seen, Mr M emailed British Gas on the morning of 6 July to say no one had attended and British Gas responded within minutes to say that no further appointment had been arranged and that it was still waiting for him to confirm whether he wanted a further appointment or the £65. I appreciate what Mr M says, but I haven't seen anything that suggests that a 6 July appointment was arranged. I appreciate we don't have the call Mr M is referring to but if a further appointment had been booked, I would have expected British Gas to have noted this somewhere.

In its emails with Mr M at the time it confirmed that no appointment had been arranged. Also in one of its final responses it referred to Mr M's conversation with the manager who Mr M says arranged the 6 July appointment when they spoke but it doesn't say an appointment had been booked. It does say that if Mr M wants an appointment in July one can be arranged subject to availability.

I've also seen a note of the conversation on 29 June which I think is the call Mr M is referring to. The note mentions the £25 compensation for the broken visit. It also says that Mr M was told a visit can be rescheduled and that he was "provided [with] dates of servicing within

contractual year.” It’s unclear if this means that he was given possible dates for the appointment, but the note doesn’t say a further appointment had been booked and doesn’t mention a specific date. A note on 4 July also mentions that Mr M was offered £65 or a further appointment even though a service was carried out on 23 June, but doesn’t mention a specific appointment being arranged.

I have no reason to doubt what Mr M says he believes was agreed but I think there was probably a misunderstanding. And as I haven’t seen anything to say that there was a 6 July appointment that wasn’t honoured, I am not minded to award any compensation in relation to this.

My final decision

For the reasons above, I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr M to accept or reject my decision before 7 August 2023.

Anastasia Serdari
Ombudsman