

The complaint

Mr C complains that British Gas Insurance Limited (BG) poor service, under his home emergency policy.

What happened

Mr C contacted BG and booked in an annual service. On the day of the service, Mr C said that he had to travel to the property (a 240 miles round trip) and waited for the engineer to arrive. No engineer attended and Mr C contacted BG.

BG told him that it had sent a text message, following a call, in which Mr C didn't answer. BG said it also left a voice message stating that the appointment would need to be changed. And it had left the message around five days before the appointment.

Mr C said that he didn't receive any messages and questioned whether BG had even left a voicemail at all. He said that the landline number that BG had was unable to receive voicemails. And he had no missed calls or voicemails left on his mobile phone number. So, he raised a complaint.

In its final response, BG maintained its position and said that it had left the voicemail. As Mr C was given his referral rights, he referred a complaint to our service. One of our investigators considered the complaint and didn't think it should be upheld. She said that BG had provided evidence to support that they had left a voicemail on one of Mr C's phone numbers – but she couldn't say which one. And as Mr C had provided no evidence to refute this, she felt that there was nothing further that she could recommend that BG do.

BG accepted the view. Mr C did not. He provided evidence that it wasn't possible for BG to have left a voicemail on his landline. He said that he didn't receive a message or a missed call on his mobile phone. And because he was certain that he hadn't received contact from BG (that it had moved his annual service appointment), he asked that BG reimburse him £46, for the costs of travelling to and from the property and his mobile phone charges for contacting BG. So, he asked for an ombudsman 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.

I considered the complaint, and I thought the complaint should be upheld. I issued a provisional decision on 19 September 2023 and asked both parties to send me anything else by 17 October 2023. In my provisional decision I said:

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of the complaint.

Having done so, I'm minded to uphold this complaint. And I will explain why I think this is fair.

I have reviewed all the evidence and comments made by both parties, and having done so, I think the main issue of this complaint is whether BG told Mr C that the appointment had been rescheduled. So, I'll concentrate my provisional findings on this point.

Mr C had booked an annual service with BG. He said that he explained to the agent that it was imperative that the service take place on the date, as this would involve a 240-mile round trip. And if the service was rescheduled, this would be unacceptable. BG then booked the service to take place on 3 October 2022 between 08.00 – 13.00.

Mr C said that on the day he drove and waited for the engineer. The engineer didn't attend, and Mr C contacted BG to find out why. He was told that he requested the appointment to be rescheduled to the 12 October 2022. He was also informed by BG that it had contacted him around five days before, to let him know.

Mr C said that he didn't receive any notification of the change of appointment. And he certainly didn't reschedule the appointment. If he had, why would he then drive a 120-miles to the property, for an appointment that wouldn't take place. Mr C also provided evidence to show that it was impossible for BG to have left a voicemail on his landline, as this feature didn't work.

I asked BG for evidence that showed that it had contacted Mr C to cancel the appointment. It sent a screenshot of a call log. On the screenshot it gave the first date of when the annual service was originally booked. Then there is a second date of the rescheduled appointment. There is no indication that it was Mr C who requested the appointment to be rescheduled. There is a note that a voice message was left.

BG said that it was unsure what telephone number it had called and left the voice message on. But what is indicated on the call log, is a mobile phone number, that is shown in the 'special instructions' area. That mobile phone number is not the same number that Mr C has. Further, I think that it's more likely than not, that BG used that number, to leave the voice message. Also, Mr C has provided persuasive evidence that BG (or anyone else) wouldn't have been able to have left a voice message on his landline, as this function was disabled a few years earlier.

Consequently, I'm not satisfied that BG contacted Mr C in time, to notify him of the rescheduled appointment. Further, I don't think it's credible that Mr C would have rescheduled the appointment and the driven 120 miles to the property, for an appointment that he had moved. If BG are able to provide evidence that it left the message on a phone number that Mr C possessed, then of course I will consider it.

In addition, I'm not satisfied that BG notified Mr C around five days before, as it has provided no evidence to support this. It also gave no explanation, as to why Mr C was asked to complete a survey request, that was sent to him after the original appointment of 3 October, asking for his assessment on how well the annual service went. This again, I think supports that BG hadn't notified Mr C, as I would've thought had it done so, then the survey request wouldn't have been sent to him.

As I'm not satisfied, at this stage, that BG told Mr C that the appointment would be rescheduled, nor am I satisfied that it gave him notice of the moved appointment, I think it's fair and reasonable for BG to reimburse Mr C's travel and mobile phone expenses of £46. I also think that Mr C has been inconvenienced by this event and BG ought to pay him £50 compensation, for the trouble and upset caused.

I think this outcome is fair and reasonable. I will of course consider any further evidence BG may have that refutes this.

Responses to my provisional decision

Both parties accepted by provisional decision.

As both parties have now accepted by provisional decision, my final decision, will be the same as my provisional decision.

Putting things right

To put matters right, I direct BG as outlined below.

My final decision

For the reasons given, I uphold this complaint.

British Gas Insurance Limited to:

Reimburse Mr C £46 for the travel and mobile phone expenses

Pay Mr C £50 compensation for the trouble and upset caused.

British Gas Insurance Limited must pay the above amounts within 28 days of the date on which we tell it Mr C accepts my final decision. If it pays later than this, it must also pay interest on the amount 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 C to accept or reject my decision before 30 October 2023.

Ayisha Savage
Ombudsman