

## **complaint**

Mr D complains that British Gas Services Limited (“British Gas”) missed a scheduled appointment, causing him to lose a day’s pay.

## **background**

Mr D held a HomeCare policy with British Gas. He arranged an appointment for 2 November 2018 for British Gas to service the boiler – and he says he took the day off work to wait for the engineer.

On the day of the appointment British Gas called Mr D late in the day to tell him the engineer wasn’t going to make the appointment. It arranged a new appointment with a two-hour slot a few days later. And it offered Mr D £30 compensation for the inconvenience of the missed appointment. Mr D wasn’t satisfied with this and requested that British Gas pay him loss of earnings for the day that he’d taken off work. He said that as he was self-employed, he hadn’t been paid for the time he’d been waiting for the British Gas engineer.

British Gas explained to Mr D that it didn’t generally pay loss of earnings but agreed to consider it. Mr D explained that it would amount to £400 so British Gas asked him for a copy of his contract, which he provided. British Gas agreed that Mr D’s daily rate was £400 but said it didn’t have any evidence that Mr D was due to work that day and that Mr D has lost out because of the missed appointment. Mr D didn’t agree and brought the complaint to this service.

Our investigator thought the complaint should be upheld. He said that this service wouldn’t usually award compensation for loss of earnings in a complaint like this and thought the £100 offered was fair and reasonable. Mr D didn’t agree so the complaint has been passed to me.

## **my findings**

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 I’ve reached the same outcome as our investigator and for the same reasons.

It’s clear that British Gas didn’t provide a good level of customer service in missing a scheduled appointment and leaving it until late in the day to contact Mr D to let him know – and British Gas has already acknowledged this. So the only issue for me to decide is how much compensation and/or loss of earnings British Gas should pay Mr D.

Mr D says British Gas should pay £400 – the amount he would’ve received if he hadn’t had to miss a day at work. But Mr D would always have missed the initial day from work and had planned to have it off to wait for the British Gas engineer to arrive. So I have considered what happened after that.

When British Gas rebooked the appointment, it agreed a two-hour slot with Mr D so he didn’t have to wait for the entire day again. And while Mr D has said that he had to convince the engineer to attend the property, this did still happen within the agreed time slot. So I don’t think it would be fair to ask British Gas to pay for an entire day of missed work, when Mr D only had to wait for a further two hours that he had chosen, rather than the entire day.

I have considered whether British Gas should pay Mr D's loss of earnings for these additional hours. But I haven't seen any evidence that Mr D was due to work on that day. The evidence Mr D has provided us doesn't show which days he was due to work or which days he was being paid for. So I don't have any evidence to say that Mr D lost out as a result of this.

But I can see that Mr D has been inconvenienced by British Gas not turning up to the original appointment. I don't think it would be reasonable to ask it to pay for Mr D's loss of earnings. But British Gas has offered Mr D £100 compensation for the inconvenience it caused in having to rearrange the original appointment and I think that's fair and reasonable in the circumstances.

Mr D has wider concerns about the way British Gas treats its customers. But my role is to look at what has happened in this complaint, so I won't be addressing any wider concerns.

### **my final decision**

My final decision is that I uphold this complaint. British Gas Services Limited should pay Mr D a total of £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 13 April 2020.

Sara Falzon  
**ombudsman**