

## **complaint**

Mr H complains that British Gas Insurance Limited is responsible for poor service under a home emergency insurance policy.

## **background**

Mr H works for a department of the United Kingdom government. But he works and lives abroad. He has a house in the UK and a son in the UK.

Mr H had a British Gas HomeCare policy. The renewal date was on 1 February each year. It included an annual service of his central heating boiler and insurance cover for boiler repairs. Where I refer to British Gas I refer to the insurance company of that name and I include its engineers and others for whose actions I hold that company responsible.

In November 2018 Mr H booked an annual service for the morning of 25 January 2019. He says he paid his son £100.00 to take a day off work to let the engineer in. But on the day, no engineer arrived. British Gas said it had left a voicemail cancelling the appointment.

Mr H made an international call to British Gas. He complained that – although he had given his contact telephone number - British Gas hadn't telephoned him. British Gas offered to do the service in February 2019. It also offered £65.00 compensation for the missed appointment. But later the same day it reduced that to £40.00.

Mr H didn't renew the policy and British Gas didn't do the annual service.

## *our investigator's opinion*

Our investigator recommended that the complaint should be upheld in part. She didn't think that British Gas had acted unreasonably in relation to the service appointment. She recommended that British Gas should:

1. honour the offer of £65.00 compensation;
2. cover Mr H's call costs if he is able to provide proof of these and proof that his employer hasn't paid this for him.

## *my provisional decision*

After considering all the evidence, I issued a provisional decision on this complaint to Mr H and to British Gas on 29 May 2019. I summarise my findings:

On 26 April 2019, Mr H said his employer would not release the phone bill even if it billed him. So, whilst I did not doubt the cost of £136.50, I didn't find any evidence that Mr H had paid or was likely to pay it.

Mr H didn't get the benefit of a service. And he suffered distress and inconvenience not only from the short-notice cancellation of the appointment but also from the reduction of the offer and the attempted justification of it.

Overall I found fair and reasonable compensation for distress and inconvenience was £100.00. I thought British Gas had already paid the £40.00 it offered. So I expected it

to pay a balance of £60.00. But in case it hadn't paid the £40.00 I said I would order British Gas to pay Mr H £100.00 insofar as it hasn't already done so.

Subject to any further information from Mr H or from British Gas, my provisional decision was that I was minded to uphold this complaint in part. I intended to direct British Gas Insurance Limited to pay Mr H £100.00 for distress and inconvenience insofar as it hadn't already paid him that sum.

British Gas accepts the provisional decision.

Mr H says, in summary, that:

- He had previously contacted British Gas on a number of separate occasions by email and their website to register his overseas phone number rather than the UK number as the UK number was not monitored. British Gas eventually acknowledged that its website would not accept overseas phone numbers but did state that it would save his overseas number - this was never used throughout the duration of the service date failure. British Gas never checked that the cancelled service message left to the UK phone had even been received by Mr H; an email would have clarified this point and averted what was a total breakdown in customer/provider relationship.
- He hasn't received any payment or cheque from British Gas for £40.00.

### my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Annual boiler services are important. But they rely on appointments to ensure that the engineer attends and the householder arranges access.

British Gas referred us to the following policy term:

***“Reasonable timescales***

*We'll carry out any **repairs** or visits you're entitled to within a reasonable time, unless something beyond our control makes that impossible – in which case we'll let you know as soon as possible and give you another time when we can visit.”*

But I don't think that makes it clear that British Gas may make appointments and then seek to re-arrange them at short notice or without notice. In any event I don't think that would be fair without compensating the policyholder.

From its work history, I can see that British Gas did annual services on each of the following dates:

27 June 2012  
21 July 2014  
16 October 2015  
10 October 2016  
10 February 2018.

There was no annual service in the policy year from 1 February 2013 but Mr H isn't complaining about that.

There was no service in the policy year from 1 February 2017. But Mr H hasn't provided enough detail to show that British Gas made and failed to keep an appointment that policy year. The service on 10 February 2018 was only a few days outside that policy year.

For the policy year from 1 February 2018, Mr H paid a yearly premium of about £329.00 by monthly instalments of about £27.00. He had the benefit of a year of insurance cover. That would've covered repairs to his boiler if they had been necessary. Because of that benefit, I don't find it fair and reasonable to order British Gas to refund any of the yearly premium.

The appointment on 25 January 2019 would've been the second service that policy year.

Mr H hasn't given details of the dates when he says he gave British Gas his international number. But I have no reason to doubt that he did.

However - in line with its usual practice when making appointments - British Gas had asked Mr H for a UK telephone number. I think that's a reasonable practice bearing in mind the need for someone in the UK to let the engineer in.

So I can't say that British Gas was wrong to use that UK number to re-arrange the appointment - or that it should've made an international call or sent an email. I accept that neither Mr H nor his son received a message.

I accept Mr H's statement that he paid his son £100.00 to attend on 25 January 2019. But I accept that it was a busy time of year for British Gas.

British Gas says it can't find a recording of Mr H's call with the first British Gas representative on 25 January. But it has provided us with a recording of the handover discussion between that representative ("L") and the second representative ("S") as well as a recording of the discussion between Mr H and S.

As the first part is missing, I accept Mr H's recollection of it. I accept that he told L he was making an expensive call from abroad. And I accept that he told L his son had used up his annual leave entitlement.

From the recording of the handover call, I think L had offered to reschedule the appointment from 25 January to seven days later (a "*plus seven*"). I think it was a coincidence that this fell on 1 February 2019, the policy renewal date. I think L had offered Mr H £65.00 for a missed service appointment. He thought British Gas usually made such an offer. But S thought this was no longer the case.

From the recording of the call between Mr H and S, I think that Mr H wanted a service that day or the next day, a Saturday. British Gas couldn't do that. It offered a service on 1 February. And Mr H couldn't get his son back to the house before April.

From listening to the call, I don't think S was encouraging Mr H to misrepresent that his boiler had broken down. In the end British Gas offered Mr H £40.00. S sent Mr H a final response letter the same day.

When he brought his complaint to us in mid-March 2019, Mr H said the following:

*“the mobile phone bill paid for by my employer was £136.50 (91 minutes). They have not decided if they will make me pay for the call yet”.*

The investigator indicated that Mr H should provide evidence of the cost and evidence that he had borne it. In reply on 26 April 2019, Mr H said his employer would not release the phone bill even if it billed him. So, whilst I do not doubt the cost of £136.50, I don't find any evidence that Mr H has paid or is likely to pay it.

I don't think it's usual for householders to pay family members to attend appointments with British Gas. And I don't think British Gas could've foreseen that Mr H had agreed to pay his son £100.00 which would be wasted if it re-arranged the appointment. So I don't find it fair and reasonable to order British Gas to refund Mr H.

But Mr H didn't get the benefit of a service. And he suffered distress and inconvenience not only from the short-notice cancellation of the appointment but also from the reduction of the offer and the attempted justification of it.

Overall I find fair and reasonable compensation for distress and inconvenience is £100.00. I will order British Gas to pay Mr H £100.00 insofar as it hasn't already done so.

### **my final decision**

For the reasons I have explained, my final decision is that I uphold this complaint in part. I direct British Gas Insurance Limited to pay Mr H £100.00 for distress and inconvenience insofar as it hasn't already paid him that sum.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 12 July 2019.

Christopher Gilbert  
**ombudsman**