

complaint

Mr S complains about poor service by British Gas Insurance Limited ("BGI") in relation to his home emergency insurance policy, and in particular that when it cancelled a service visit he had booked it didn't phone or text him, but relied on a letter it says it sent but which he didn't receive.

background

Mr S had a service visit booked for January 2018 for BGI to service his boiler. BGI says it was concerned about the resources it had available to deal with an unexpectedly high volume of breakdown and emergency calls at that time of year. So it took the decision to cancel a number of routine service visits that had been arranged, including Mr S's visit.

It says it notified affected customers by letter. But Mr S says he didn't receive a letter. So he took a day off work which turned out to be wasted. His service visit was rearranged for the following week, and duly completed.

Mr S complained to BGI about its failure to notify him, and about delays and confusion in dealing with his complaint. BGI said it had taken business decisions to reschedule some booked appointments because of an increased volume of breakdown and emergency visits, and to notify affected customers by letter.

It said that from its records, it appeared that a letter had been sent to Mr S, though initially it told him this wasn't the case. By way of apology it paid him £30 for the cancelled appointment, and a further £10 because he didn't receive its letter. It paid him a further £50 for the delays and confusion in dealing with his complaint. Mr S remained unhappy with what had happened and complained to us.

Our investigator didn't recommend that this complaint should be upheld. She said BGI had made business decisions to reschedule some of its arranged visits, and to communicate this to customers by letter. We couldn't comment on such business decisions, or tell a business to do things differently in future. Nor could we compel BGI to disclose the number of cancellation letters it had sent.

Having looked at BGI's records, she said there was no reason to believe that the letter wasn't sent. She thought the payments BGI had made for the cancelled appointment and the way it had handled Mr S's complaint - £100 in all - were fair in the circumstances.

Mr S responded to say, in summary, that:

- BGI hadn't produced any evidence of an increased volume of breakdowns and emergency callouts. He said the weather hadn't been abnormal for that time of year;
- he hadn't received the letter BGI said it had sent. If he had, he wouldn't have taken a day off work;
- he thought BGI should have been able to phone customers, or send a text to their mobile phones, to tell them about the cancelled appointments. BGI seemed to have plenty of staff to phone customers about other matters; and
- a BGI staff member (who had since left) at first said a letter hadn't been sent to him, and then BGI said that it had. He wanted the first staff member to be interviewed.

my findings

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

I understand Mr S's frustration that he didn't receive notice that his appointment had been cancelled, and so unnecessarily took a day off work. However, as the investigator said, it isn't our role to tell a business what business decisions it should make. That is for its regulator, the Financial Conduct Authority. So I can't comment on BGI's decision on cancelling some appointments, or how it chose to communicate with its customers.

Having considered BGI's records, I think it's likely that a letter was sent to Mr S. He says he didn't receive it; but I can't say this was BGI's fault. I think BGI has investigated reasonably the circumstances of the letter. So I don't require it to take any further steps to trace and interview its former employee as Mr S suggests.

BGI has compensated Mr S for the cancelled appointment, and delays and confusion in dealing with his complaint, by paying him a total of £100. I think this is fair and reasonable in the circumstances, and don't require BGI to do anything more.

my final decision

My decision is that I don't uphold this complaint, and make no order against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 24 November 2018.

Lennox Towers
ombudsman