

## **complaint**

Mr B complains that British Gas Insurance Limited ("British Gas") missed an appointment and delayed in carrying out two annual boiler services under his "HomeCare" insurance policy. He wants British Gas to provide consumers with a two-hour time slot for appointments and an assurance that it will keep appointments as arranged.

Mr B is also unhappy about British Gas' failure to locate one of his letters of complaint.

## **background**

Mr B's policy provided cover for British Gas to carry out an annual service in each policy year.

In May 2012, Mr B contacted British Gas to arrange an annual service. An appointment slot was arranged later that month, for between 8am and 1pm. However, British Gas called Mr B towards the end of the slot to put the appointment back. It then called again to say it could not visit that day and to recommend that Mr B reschedule the appointment.

Mr B complained to British Gas and sent a letter at the end of May 2012.

British Gas contacted Mr B in June 2012, stating it had no record of receiving his complaint letter. British Gas apologised for its engineer's failure to attend and offered to deduct an amount equivalent to two months premiums from those outstanding on Mr B's policy. British Gas asked Mr B to contact it to arrange the outstanding annual service on a day that was convenient for him and said it would offer him a two-hour slot for the appointment.

Mr B informed British Gas that he did not want any premium reductions. An annual service of Mr B's boiler was subsequently completed in July 2012.

As Mr B remained dissatisfied, he brought a complaint to us. Mr B also pointed out that, in July 2011, British Gas' engineer had attended late for an arranged annual service appointment.

Our adjudicator did not recommend that Mr B's complaint should be upheld. She felt she was unable to ask British Gas to reduce the length of its time slots for engineer appointments. She agreed it should have contacted Mr B sooner to cancel the appointment in May 2012 but believed its offer of a premium reduction was reasonable in the circumstances.

Mr B did not agree with the adjudicator's findings, so the case was referred to me.

## **my findings**

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

The terms and conditions of Mr B's policy with British Gas state:

"...we will arrange to visit your Home in the second and subsequent years of your Agreement to inspect your boiler..."

We will normally complete your Annual Service around twelve months from the date of your last Annual Service. In periods of high demand for our services (such as cold weather), we prioritise breakdowns and may need to rearrange your Annual Service visit.”

In this case, British Gas carried out an annual service of Mr B’s boiler in July 2011 and again in July 2012, fulfilling the requirement to carry out an annual service in each agreement year under the terms of Mr B’s policy.

Having said that, I realise British Gas’ engineer did not attend until after the agreed morning appointment slot in July 2011 (he attended at around 2pm that day) and failed to attend on the scheduled date in May 2012. I am sure this caused Mr B inconvenience – in particular as British Gas did not contact Mr B to cancel the May 2012 appointment until nearly 5pm.

Mr B has repeatedly said he is not looking for a financial settlement but instead wants an assurance that British Gas will attend appointments on time. He also told us he would like British Gas to provide two-hour time slots for appointments instead of the four or five-hour slots it currently provides.

The role of the Financial Ombudsman Service is to settle individual complaints between consumers and financial businesses. We can award compensation for financial loss or if we think a consumer has suffered material distress and inconvenience as a result of a business’ actions.

It is not within the remit of a dispute resolution scheme to *regulate* financial businesses and, as such, we have no power to require a business to amend the terms of its policies or to alter its internal practices and procedures. The Financial Conduct Authority is the regulator of the financial services industry in the UK.

So while I appreciate the inconvenience that was caused to Mr B by the appointment times offered by British Gas and its failures to attend, I am unable to recommend that British Gas should provide two-hour time slots, or to compel it to attend future appointments on time. These are simply not matters that I, as an ombudsman, am able to address.

Mr B has pointed out that May is not the coldest time of the year and has questioned whether British Gas has any evidence that its engineer was diverted to a more vulnerable customer in May 2012, as he feels it suggested in its letter to him of 6 July 2012.

British Gas has informed us that the appointment in May 2012 could not be kept because of its engineer’s workload. I believe this is consistent with British Gas’ letter of 6 July 2012, in which it explains that in this specific case the engineer became delayed at a previous appointment, after which it became apparent he would not be able to visit that day. I have taken into account the policy terms, which allow British Gas to prioritise certain work over annual services, as well as the fact that Mr B’s annual service in 2012 was ultimately carried out within the policy year. Although I acknowledge, as has British Gas, that it would have been good customer service for British Gas to have given Mr B more notice than it did.

Turning to Mr B’s comments about his letter of complaint of May 2012, which British Gas says it did not receive, Mr B has pointed out that he always includes a return address on his letters and that the letter was not returned to him. While I can appreciate Mr B is frustrated by British Gas’ inability to locate his letter, I have no reason to doubt what British Gas has said. British Gas has sent us its file concerning Mr B’s complaint, which does not suggest to

me the letter was received. Of course, I cannot say for certain what happened but I am unsure what further evidence British Gas could provide to demonstrate that it did *not* receive the letter in question. Even if British Gas had received the letter when it was originally sent, I do not believe this would have made a material difference to the outcome of the complaint. This is because British Gas maintained its decision even after Mr B re-sent the letter.

Mr B points out he is entitled to certain information under the Freedom of Information Act and suggests the adjudicator should have made a request for information in investigating his complaint. However, if Mr B wishes to make a request under the Act, or indeed the Data Protection Act, that is a matter for him. We do not make such requests on a consumer's behalf. In any event, I understand British Gas is not covered by the Freedom of Information Act.

Before the complaint was brought to us, British Gas offered to deduct the equivalent of two months premiums from Mr B's overall annual premiums, as a one-off gesture. If Mr B changes his mind about accepting the offer I suggest that he contacts British Gas directly.

### **my final decision**

For the above reasons, my final decision is that I do not uphold this complaint. I make no order or award against British Gas, other than for it to process its original offer to Mr B, should he now wish to accept it.

Nimish Patel  
**ombudsman**