

complaint

Mr M's complaint is about the service provided by British Gas Insurance Limited in relation to his boiler and heating insurance policy.

The parties will see that I've changed the 'respondent' from British Gas Services Limited to British Gas Insurance Limited. This is because we have no jurisdiction over British Gas Services Limited for a complaint about the handling of the insurance policy; it's only an *insurance intermediary*, not an insurer.

This is an important legal technicality but it does not affect the outcome of the case and as British Gas Services Limited responded to the complaint on behalf of British Gas Insurance Limited, there's no need for it to review the matter again or issue a further final response.

background

Mr M's policy with British Gas runs from December to December each year. His cover includes an annual service of his boiler for each policy year. Mr M tried to make an appointment for the annual service in October 2016 but was told no one was available to carry out the service until January 2017. Mr M wasn't happy (as this meant his boiler had not been serviced for well over 12 months) but reluctantly agreed. However, to ensure that the December 2016 to December 2017 annual service took place within the correct policy year, Mr M says he booked the next service then to take place on 4 December 2017.

Mr M says he booked his last day of annual leave to be at home for the service but British Gas phoned to postpone it on 1 December 2017. As this was a Friday and Mr M had taken the following Monday off, he was unable to cancel the day's leave.

British Gas rearranged the service for mid-February 2018. Mr M complained and is also unhappy as British Gas didn't respond to his complaint within the time it said. Mr M says British Gas has breached its policy with him by not providing the annual services within each policy year.

Mr M is also unhappy that British Gas discussed the postponement of the appointment with his wife, and relies on her agreement to that, when she is not party to the policy.

British Gas acknowledges that aspects of its service were not acceptable. It has offered the following compensation to Mr M:

- £30 for the late response to his complaint
- £30 for cancelling the appointment on 4 December 2017
- £20 for not sending this cheque as promised
- £50 for two annual services being later than they should have been

British Gas says that by the end of February 2018, Mr M would have received the three annual services that it was contracted to provide between December 2014 and December 2017 (*i.e.* for the policy years 2014-2015, 2015-2016 and 2016-2017).

One of our investigators looked into the complaint. She didn't recommend it be upheld and thought that the offer made by British Gas was reasonable.

Mr M doesn't accept the investigator's assessment. He says the offer is not enough compensation to reflect the trouble caused to him. He wants us to listen to his telephone calls with British Gas over the last three years, investigate fully and take into account all the facts.

As the investigator was unable to resolve the complaint, it has come 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.

Mr M has said he expects us to listen to his telephone calls with British Gas over the last three years and carry out further investigation. However, there doesn't seem to be any dispute about what has happened in this case. Mr M is unhappy that his annual services have been delayed for the last two years and one was rescheduled. British Gas doesn't dispute this is what happened.

British Gas says this is because it has to prioritise its engineers to attend breakdowns in the winter months. Mr M says this is a lack of planning and we are allowing it to operate in this way. I can see Mr M's point but I have no power to require British Gas to change its working practices or business model. My remit is to find out what has gone wrong and if appropriate make an award which I consider would put that right. In doing so it is usually not necessary to find out *why* things have gone wrong.

As British Gas accepts that the most recent two annual services should have been carried out earlier than they were and that it rescheduled one of them at the last minute (which is the subject of Mr M's complaint to us) I don't consider that listening to telephone calls between Mr M and British Gas will assist me in determining the fair and reasonable outcome to his complaint. I have to determine the effect this has had on Mr M, if any, and any loss, distress and inconvenience that may have been caused to him as a direct result.

It is frustrating when appointments are rescheduled and Mr M says he wasted his last day of annual leave. However, British Gas has provided the number of annual services Mr M is entitled to (once the most recent one was done in February 2018) and has tried to put matters right. There's no submission that Mr M has had any financial loss. Mr M may not have chosen to have a day off on 4 December 2017, if it hadn't been for the annual service appointment, but he knew on 1 December 2017 that the appointment wasn't going ahead. While he may not have been able to cancel the leave (which hasn't been proven) and I can understand that this was annoying, he did have time to make other plans for that day.

Having taken all of this into account, I consider the offer already made to be sufficient and in line with awards made in similar cases, to reflect the inconvenience caused to Mr M by rearranging the appointment, late annual services for two years and the handling of the complaint.

Mr M is also unhappy that British Gas spoke to his wife when it called to rearrange the 4 December 2017 appointment. British Gas says that it does speak to other householders for the convenience of its customers. As British Gas would have cancelled that appointment anyway, I don't think the situation would be any different even if it had waited to speak to Mr M.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 3 October 2018.

Harriet McCarthy
ombudsman