

## **The complaint**

Mr K has complained about the service he received from British Gas Insurance Limited ('British Gas') in relation to an appointment he scheduled for his boiler to be serviced.

## **What happened**

Mr K took out a HomeCare policy with British Gas in January 2023. He booked an annual service for his boiler to take place on the afternoon of 3 May 2023. On the day of the service, Mr K says he received an SMS message on his mobile around midday to advise the engineer was on his way. He then received a further message shortly afterwards to say that the engineer had been called to an urgent job. Then, after 3pm, Mr K says he received a further SMS message to advise the engineer was on his way and should be there soon. However, he believes the engineer didn't arrive.

Mr K complained to British Gas saying that the engineer failed to attend the property at the agreed time. British Gas' complaint's department responded on 23 May 2023, to say the engineer had come to the property but no one had answered the door when he'd knocked, so he concluded no one was at home and left the property. Mr K said the engineer should have phoned his mobile number before he left the property. He asked British Gas to provide him with evidence that the engineer had actually come to his property, including: a screen shot of the front of the property the engineer attended; a screen shot of the attempted call being made to his mobile number; and GPS data showing the vehicle in his road.

British Gas didn't provide that information but offered £30 compensation. They said that the engineer arrived at 3:40pm and knocked on the door but didn't get an answer. The engineer said he remembered seeing a removal van parked two doors down from Mr K's house. British Gas explained that their engineers don't take photographs of properties where no access is gained.

Unhappy with British Gas' explanation and the offer of compensation, Mr K brought his complaint to this service. He explained that while he hadn't been financially affected, he felt it was unacceptable for the engineer to not attend his property and imply it was his fault. Mr K said British Gas' explanations were borderline insulting. Mr K said that British Gas ought to pay him £200 compensation and send him a written letter of apology.

One of our investigators looked into what had happened and issued a view not upholding the complaint. He said that the engineer likely did attend the property on 3 May 2023, but as the boiler service wasn't completed until 25 May 2023, Mr K did suffer some inconvenience. However, he thought that British Gas' offer of £30 compensation was sufficient to make up for that. Our investigator also concluded that British Gas weren't in breach of their agreement as a result of the boiler service not being completed at the agreed time. He also explained that we wouldn't expect photographic evidence to be provided to show that an engineer had attended a property.

Mr K didn't accept our investigator's view and asked for an ombudsman's decision on his complaint. He repeated his view that it was reasonable to ask for GPS data or other evidence to show the engineer assigned to his appointment actually attended his property.

He also thinks it unreasonable for an engineer not to phone a person to ascertain their location. He referred to the term in the policy document that permits British Gas to charge a no-show fee and highlighted that it hadn't been charged, meaning they didn't think he wasn't at home. I've considered these additional points in coming to my decision on this complaint.

### **What I've decided – and why**

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 come to the same conclusion as our investigator. I will explain why.

The job notes from the engineer show that he visited the property on 3 May 2023 and includes a comment that there was no answer at 3:40pm. The job notes also show another engineer attended the property on 25 May 2023 and completed the boiler service.

On the one hand, Mr K says British Gas' engineer didn't attend his property as it has no evidence to show otherwise. On the other hand, British Gas have provided the job sheet completed by the engineer that evidences he did attend the property at 3:40pm. Where the information is contradictory, as it is here, I make my decision based on what I think more likely than not happened.

Having weighed everything up, including the SMS message sent shortly after 3pm, and the job notes provided by British Gas, I think it more likely than not, that the engineer did attend Mr K's property at the agreed time. I appreciate that it would have been frustrating for Mr K to have to arrange a further appointment for the boiler to be serviced, but I think the short delay that followed, and the inconvenience he was caused, was fairly compensated for by British Gas' offer of £30.

When sending their file to this service, British Gas explained that Mr K said they should be able to provide photographic evidence, evidence that the engineer tried calling him and a GPS signal that his van was at his street. However, British Gas doesn't require this information to be collected by its engineers so didn't have the information to provide to Mr K.

While I can appreciate why this information might be helpful in persuading Mr K that the engineer did keep the appointment, British Gas doesn't agree to provide such information in the policy terms and conditions.

On page 28 of the policy terms under the heading, '*Visiting You*' and sub-heading '*Annual service*' it says: '*If....you are not at the property when our engineer visits, we won't try again and won't refund the cost of the missed annual service.*' Later it goes on to say: '*....we prioritise breakdowns and may need to rearrange your annual service.*'

Mr K had been notified that the engineer was on his way to the property within half an hour of when the engineer says he arrived. I have no reason to question the evidence provided by British Gas which shows the engineer attended the property at 3:40pm. British Gas then sent a further engineer to the property three weeks later and the boiler service was completed. Taking everything into account, I'm of the view that British Gas acted in line with the policy terms and fairly and reasonably in the circumstances. I therefore don't uphold this complaint.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or

reject my decision before 2 November 2023.

Carolyn Harwood  
**Ombudsman**