

The complaint

Mr G and Miss R have complained about the service they received from British Gas Insurance Limited (BG) when repairs were needed to their boiler.

What happened

Mr G and Miss R have a Homecare policy with BG which provides cover for their boiler, controls and central heating.

On 16 October 2019, Miss R contacted BG to add annual services to their policy. This was arranged, and Miss R asked for a service visit to take place on 6 December because she wasn't at work that day.

On 26 October Miss R had to call BG because of an uncontrollable water leak from the boiler. A BG engineer attended the same day as it was an emergency. He repaired the water leak, but he also identified an issue with the central heating not working. A second visit was arranged for the following day, when this problem was fixed.

Miss R then had to call BG again as the boiler was losing pressure. There appears to have been some rescheduling of this appointment, but an engineer attended on 1 November 2019 and did a repair. Whilst he was there, he also undertook the annual service visit which had originally been booked for 6 December, but which had been cancelled when the emergency visit was booked. Miss R says BG told her this was due to a "system error".

Miss R complains that she should only have had to have taken two days off work - one for the initial leak repair and one for the annual service visit. Instead she says she had to take two unnecessary days off - one for the second repair on 27 October, and one wasted day's annual leave for the cancelled annual service on 6 December, as she wasn't able to reinstate work on that day.

Miss R has also complained about the lengthy periods of time she had to spend on the phone on a number of occasions waiting to get through to somebody at BG, and she was then given incorrect information about the appointments.

Miss R has also complained that BG sent her a text message intended for another customer as it referenced a postcode that wasn't hers. She's said that when she raised this with a BG agent, she wasn't believed, and further information as to the other customer was divulged to her.

Miss R has also complained that BG took five months to investigate the complaint she raised, during which time its telephone records had been deleted as it says they are now only held for three months for GDPR reasons .

BG has explained that engineers who attend emergency call outs are only there to fix the emergency issue (in this case to stop the water leak on 26 October) and if there is any additional work or repair required an alternative appointment must be made. An appointment to fix the central heating fault was arranged for the following day.

BG has said it was difficult to prove whether the initial water leak, the central heating problem, and the loss of pressure were connected. Although it believes that they weren't linked, Miss R has only paid one excess charge for all three appointments.

BG has apologised for the waiting times that Miss R had in trying to get through to BG, and put this down to a high demand for its services when the waiting times could be longer than it would expect. It's also acknowledged that Miss R was given incorrect information when she spoke to BG's customer service agents and has said that feedback will be provided.

BG has also apologised for what it described as a system error in sending Miss R a text message intended for another customer which quoted the other customer's post code.

BG has offered Mr G and Miss R £40 compensation for the poor service it acknowledges they received from BG's customer service agents and for the delay in responding to Miss R's complaint.

Mr G and Miss R weren't satisfied with BG's offer of £40 compensation and have said that they consider £200 to be more appropriate. They brought their complaint to this service.

Our investigator didn't consider that £40 compensation was unreasonable in the circumstances. As Mr G and Miss R don't agree with our investigator's view, they've asked that their complaint be referred to an ombudsman. It's therefore been passed to me to make a final decision.

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.

I'm not upholding Mr G and Miss R's complaint and I'll explain why.

I should start by saying that I fully acknowledge how frustrating and inconvenient it can be when things go wrong, and when it takes a lot of time to arrange with a business for them to be put right.

But awards of compensation that this service can make aren't intended to fine or punish a business. This is the job of the business's regulator. We can award fair compensation that's a proportionate reflection of the impact a business's actions (or inaction) has had on a particular customer.

If we decide a business has acted unfairly, we consider the impact on their customer. For us to award compensation, we need to decide that the impact of a business's action or inaction has been greater than just a minor inconvenience or upset, more than the inconvenience and upset that happens from time to time in our day-to-day lives and in our dealings with other people, businesses and organisations. A delay in having a call answered is just such an example. We're unlikely to tell a business to pay compensation in these circumstances unless what the business did or failed to do had a significant impact on a particular customer.

Miss R says her calls to BG took up a lot of time, and that she was provided with misleading information by BG's customer service agents. She also complains about the time she had to take off work. Her annoyance and frustration is quite understandable.

But at the same time we, as a service, have to be even handed and listen to what a business says too, and consider whether it has acted fairly and reasonably in the circumstances. BG has explained the background to the visits it made to Mr G and Miss R. It's acknowledged that its service to them wasn't satisfactory, has apologised, and has offered £40 compensation for the inconvenience that they suffered.

Having taken into account what both Miss R and BG have said, my view is that the repair to the leak that BG undertook on 26 October was clearly an emergency, and it's reasonable for Miss R to have taken time off work to deal with this. I also accept that another repair, to the central heating, was identified as being necessary, and I don't consider this was BG's fault. I therefore don't consider that BG can be held responsible for the fact that Miss R had to take another day off work on 27 October.

Due to the fall in water pressure, another repair visit was required. BG's doesn't consider this to be connected to the previous matters it dealt with. I'm not in a position to disagree with that. I can't therefore say that the need for the visit on 1 November was due to some fault on BG's part. I therefore don't consider that BG is responsible for Miss R's inconvenience in having to take further time off work.

BG says it isn't responsible for customers having to take time off work when an engineer has to visit but says it does its best to accommodate the most convenient date, which is what happened in this case. An appointment was made to fix the water pressure problem on 1 November which was a date chosen by Miss R. When it realised that the 6th December appointment had been cancelled due to a system error, BG departed from its usual practice, and the engineer who attended to fix this also carried out the annual service. This saved Miss R from having to take a further day off work. I think Miss R is likely to have known by at least 1 November that the visit on 6 December was no longer necessary, so she had some five weeks' notice of this. I don't consider it BG's fault that Miss R wasn't able to cancel the day off work she'd arranged.

Although Miss R had to be present on three occasions for BG engineer visits, and although BG is of the opinion that the three repairs weren't connected, Miss R has only been charged one excess.

So apart from the fact that BG's customer service agents were difficult to contact, and gave misleading information, which BG has accepted, I don't consider that BG has acted unreasonably or that the service that Miss R has complained about is likely to have had such a significant or lasting impact upon her as to justify more compensation than BG has already offered. I consider that compensation of £40 is fair and reasonable in the circumstances.

I've considered Mr G and Miss R's complaint about the data breach. As neither of them were the victims of that breach as it was not their information that was shared, I don't consider that there is any loss here for which compensation is appropriate.

I haven't addressed the complaint that Mr G and Miss R make about how their complaint to BG was handled. BG has said that its offer of £40 compensation was to include this complaint. However I'm afraid I'm not able to address this complaint, as complaints about how a complaint is handled are not matters that are regulated by The Financial Ombudsman Service, and therefore fall outside its jurisdiction.

My final decision

For the reasons I've given above, I'm not upholding Mr G and Miss R's complaint against British Gas Insurance Limited, and I don't require it to do anything more than to pay Mr G and Miss R the £40 compensation its already offered unless it's already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Miss R to accept or reject my decision before 25 November 2020.

Nigel Bremner
Ombudsman