

The complaint

Mr W is unhappy that British Gas Insurance Limited (British Gas) failed to repair his boiler in line with a safety notice within a reasonable timescale. He also complains that British Gas rearranged appointments at short notice.

What happened

Mr W had boiler and controls breakdown insurance with British Gas. The first annual service was a free benefit in addition to the insurance. British Gas serviced and repaired his boiler over the course of five appointments during a single month.

Six months later, British Gas arranged to complete a further boiler service. It needed to change the appointment to the following month but Mr W was unhappy with the change. He said he had rearranged medical appointments to fit around the boiler service. British Gas offered a new appointment closer to the original date which Mr W accepted.

During the service, the engineer told Mr W that a safety alert was issued earlier in the year for his model of boiler and passed his details to the boiler manufacturer. The manufacturer arranged for and completed a seal replacement a few days later.

Mr W's complaint was that British Gas didn't see that there was a safety alert when it completed the boiler service six months before and he felt he and his family were at risk during that time. He was also unhappy that British Gas changed the appointment, causing him inconvenience, and it failed to call him on several occasions after promising to do so.

British Gas told Mr W that it hadn't been aware of the safety alert on the boiler seal until after the first service, so it wouldn't have picked anything up during that first appointment. In response to his complaint about the change of appointment, British Gas said the terms and conditions of the insurance policy allow for changes to routine appointments and it didn't think it could've done anything differently.

British Gas acknowledged that it hadn't returned Mr W's calls on a number of occasions and offered £30 by way of apology. Mr W didn't think the offer adequately compensated him for the inconvenience and upset he experienced. British Gas withdrew the compensation offer because Mr W rejected it in favour of a decision from our service. British Gas sent its final response letter to Mr W but he didn't receive it until two weeks later.

I issued a provisional decision in April 2020 explaining that I was intending to partly uphold Mr W's complaint.

Here's what I said in my provisional decision:

"The first annual boiler service was a free benefit of Mr W's insurance policy so it's appropriate for me to address any issues relating to it."

British Gas carried out the boiler service one week after the safety notice was published on the gas safe register. British Gas says it followed industry guidelines when notifying its engineers of the safety alert, and I have no reason to doubt that. Equally, I don't think it's unreasonable for Mr W to expect the engineer to have been aware of the safety notice within a week of publication. So my focus is on whether there was any detriment to Mr W caused by British Gas' delay in spotting that his boiler was one of those affected by the notice. I don't think there was.

The safety alert required a change in the boiler seal and asked users to make an appointment through the manufacturer. There was no indication that it was an urgent matter when compared with other urgent notices. British Gas acted on the notice during the second annual service appointment, referred the matter to the manufacturer, and the seal was replaced within a few days. If British Gas had acted on the notice during the first annual service, it's likely the seal would've still been replaced within a few days. But during the six months between when it could've been replaced and when it actually was replaced, there was no detriment to Mr W. Although I understand he was concerned about what might've happened to his family if anything had gone wrong with the boiler, nothing did. He wasn't aware of the requirement to upgrade the seal until the second service, so his concerns would've been limited to the few days until the manufacturer replaced the seal. It isn't fair for me to ask British Gas to compensate him or take any action in respect of something which didn't happen.

I can understand the inconvenience Mr W must've experienced when British Gas postponed his second annual boiler service at the last minute. I've looked at the terms and conditions and I can see that they allow for British Gas to rearrange routine appointments during busy periods or to attend emergency appointments. An annual boiler service is a routine appointment so I'm satisfied that its decision to rearrange is covered in the terms and conditions. While I sympathise with Mr W because he had moved medical appointments to fit around the service, it wasn't something he was expected to do. I don't think British Gas acted unfairly.

I understand that British Gas made Mr W aware of its final position on webchat. While it was almost three weeks before he received the final response letter, I see that British Gas sent the letter much sooner. Even so, I'm satisfied that the delay in receiving the final response letter didn't cause any detriment because Mr W had already brought his complaint to us. I don't think any action is needed in respect of this point.

Mr W was unhappy that British Gas didn't call him back on a number of occasions. This point is not disputed and British Gas offered £30 by way of an apology. I can understand that Mr W would've been frustrated at not receiving the calls he was promised and he went to the inconvenience of calling British Gas more than he should've needed to. I note that British Gas withdrew the offer when Mr W brought his complaint to us and it did so to prevent confusion rather than because it didn't think it had done anything wrong. Having looked at the evidence it's clear that British Gas failed to respond to several of Mr W's calls. This demonstrates poor service and, understandably, Mr W might've felt ignored. I am satisfied that the shortfall in customer service warrants compensation but I think £70 is a more appropriate amount as it reflects the repeated nature of the service shortfall.

Finally, I've considered Mr W's additional comment that either the case handler or customer service agent lied to him. He thinks this because British Gas told him his complaint had been assigned but when the case handler called they said it was assigned that day. I understand the point Mr W is making but it doesn't change the outcome of his complaint. Providing British Gas progressed his complaint through its process, I don't think the specific detail of when it assigned his complaint is relevant. On balance, I think it's likely that British Gas was simply trying to reassure Mr W that it was looking into his complaint."

I said I was intending to:

“partly uphold the complaint and I am minded to require British Gas Insurance Limited to pay Mr W £70 by way of apology for failing to respond to calls on several occasions.”

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

C responded to say that he felt British Gas shouldn't take so long to act on safety recalls and he couldn't understand why a business of that size isn't more efficient.

British Gas responded to say that it didn't think its failure to make promised call backs warranted a payment of £70. However, it did increase its original offer of £30 to £50 as a gesture of goodwill.

What I've decided – and why

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

I understand that Mr W feels strongly about British Gas' failure to act sooner in response to the safety recall. However, as the notice only asked users to make appointments through the manufacturer for a change of boiler seal, I'm satisfied that there was no indication that British Gas needed to do anything more urgently. If the seal was of significant danger, the manufacturer couldn't reasonably expect all users of that boiler to be customers of British Gas, so it's likely a more publicised recall would've been actioned. In those circumstances, I'd expect British Gas and any other relevant business to proactively change the seal. That wasn't the case here, so I'm satisfied that there is nothing more British Gas needs to do.

While British Gas increased its compensation offer, I'm still of the view that £70 is a fair amount in recognition of its failure to call Mr W on several occasions. Mr W could've reasonably expected British Gas to call him back when it promised. Its repeated failure to do so leads me to think the inconvenience to him was greater than it has acknowledged.

My final decision

For the reasons I've explained above, and in my provisional decision, I uphold in part Mr W's complaint. British Gas Insurance Limited must pay Mr W a total of £70 by way of apology for failing to respond to calls on several occasions.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 15 June 2020.

Debra Vaughan
Ombudsman