

The complaint

Miss C and Mr P complain about damage caused when British Gas Insurance Limited carried out work on their boiler.

What happened

Miss C and Mr P have an insurance policy with British Gas Insurance Limited (BG) which covers their boiler amongst other things.

In 2018, they asked BG to install a 'Hive' thermostat control system. When doing so, BG's engineer caused damage by drilling through their airing cupboard wall into their bathroom.

Miss C and Mr P paid for repairs to be carried out, but they say BG promised them a "substantial discount" in return when they renewed their policy.

In 2019, when carrying out the annual boiler service, BG's engineer caused further damage - this time to the boiler cupboard and the ceiling above it.

Miss C reported this immediately and BG offered to send the engineer back to repair the damage. Understandably, Miss C and Mr P didn't want the same engineer to return.

BG later attended the property to assess the damage. Miss C and Mr P say there were further discussions about a discount on the price of the policy at renewal. BG then arranged for a contractor to carry out repairs. Mr P says these repairs were only completed after he personally suggested a way for the repair to be carried out.

Miss C and Mr P asked the contractor not to finish the repair completely because they thought the paint he intended to use wouldn't match the brand they'd used when they redecorated their kitchen.

When Miss C and Mr P came to renew their policy, they were told it wasn't possible to provide a discount. They complained to BG, who admitted their error in offering the discount and offered Miss C and Mr P either £100 or a free six months of cover (worth £144) in compensation for their trouble and upset.

Miss C and Mr P weren't happy with this outcome and brought their complaint to us. Our investigator looked into it and didn't think BG had done anything wrong.

She pointed out that the installation of the 'Hive' system wasn't carried out under the insurance policy and so wasn't something we could look into. And she felt the compensation offered for the damage caused during the boiler service in 2019 was sufficient.

Miss C and Mr P disagreed and asked for a final decision from an ombudsman.

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 should say, I have a great deal of sympathy for Miss C and Mr P. The service they've received from BG appears to have been below the standard they might justifiably feel entitled to expect.

However, as our investigator pointed out, we can only concern ourselves with the issues arising from the boiler service in 2019 - which is provided as part of the insurance policy. That policy is a financial product and is covered by our rules, as set out by the Financial Conduct Authority.

The 'Hive' system was not provided under the insurance policy. In essence, it was a non-financial product provided by BG to Miss C and Mr P. Mr P's comments in response to our investigator's view on the case indicate that he and Miss C understand and accept this situation.

I think that's quite important in this case, because all the rather odd promises of discounts - which never materialised - appear to have first been made in 2018 after the 'Hive' installation caused the damage in Miss C and Mr P's bathroom.

I can understand Miss C and Mr P's annoyance and frustration at being, as they would see it, led up the garden path by BG's ultimately unfulfilled promises. And I can see that they were put to some trouble and inconvenience in following this up with BG when it became apparent they weren't going to get the promised discount.

However, when I look solely at the incident in 2019 and the damage caused when the boiler was serviced, I don't think the compensation offered by BG is unreasonable to cover Miss C and Mr P's trouble and upset arising from that incident alone.

In effect, BG's engineer caused relatively minor, aesthetic damage to Miss C and Mr P's kitchen. There's no suggestion they were unable to use the kitchen - or their boiler - afterwards.

I can see why this would be annoying and upsetting, but I'm not going to award the kind of compensation we might insist on in cases where customers are seriously inconvenienced by not being able to fully use the facilities in their home.

The problem with the cupboard and ceiling wasn't fixed immediately, but I have to take into account BG's willingness to send their engineer back immediately to fix the damage. I can see why Miss C and Mr P didn't want that to happen, but I think BG were genuinely trying to put things right as soon as possible.

And I also bear in mind that the repairs weren't entirely completed when the contractor attended because Miss C and Mr P asked him to stop before he'd completed the work on the ceiling.

Taking all of that into account - and bearing in mind the nature of the damage - I don't think BG's offer of £100 or six months of additional cover under the policy was unfair or unreasonable.

I know this will be disappointing to Miss C and Mr P, given the problems they've had with BG. But I have to ask them to bear in mind that we can only look into the issues relating to

the boiler service in 2019.

My final decision

For the reasons set out above, I don't uphold Miss C and Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C and Mr P to accept or reject my decision before 21 July 2020.

Neil Marshall
Ombudsman