

The complaint

Mr R complains about the poor service he received from British Gas Insurance Limited (BG), following a claim under his home emergency policy.

What happened

Mr R contacted BG as his boiler was leaking. It told him that an engineer would attend the same day. No engineer attended and Mr R wasn't contacted by BG to explain why the engineer hadn't attended.

Mr R contacted BG who told that that another engineer would be deployed and would call him in advance of his attendance. After a few hours, in which Mr R had received no call from an engineer, he contacted BG again. It told him that an engineer would attend later that afternoon, so Mr R left work.

Again, no engineer attended, and Mr R contacted BG to chase. He was told that another engineer would attend later that afternoon. But this time (after he asked) he was given the engineer's phone number and called to see what time they would attend. The engineer told Mr R that their shift had finished. This was relayed to the call handler, who then told Mr R that an engineer would attend between 23.00 and 05.00. Again, no engineer attended.

The next day, Mr R noticed on his app that an engineer had been booked to attend around 10 days later. He contacted BG and complained. It sent an engineer that same day who completed the repair of his boiler and serviced it.

Mr R complained to BG about the poor service he had received. He said that was based on having no hot water for longer than it should've been and being told lie after lie from BG. BG apologised for the poor service and offered one month's free premium, which he refused. Mr R was also frustrated as he had to pay an excess charge of £50, which he felt BG were prompt in invoicing him but not prompt in sorting out his leaking boiler. So, Mr R referred a complaint to this service.

One of our investigators considered the complaint and during her investigations, BG recognised that there were customer service failings and ultimately offered compensation of £100 for the trouble and upset it caused. Our investigator's view was that BG hadn't provided a reason for the failed attendances. She concluded that the whole experience was stressful for Mr R and recommended that BG pay compensation of £200.

Mr R accepted the view BG did not. It said that the offer of £100 was higher than similar awards for situations like these. That it must be remembered that Mr R was without the use of his boiler for a short period, so further compensation wasn't justified.

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 considered the complaint and I thought the complaint should be upheld. I issued a provisional decision on 23 November 2021 and asked both parties to send me anything else by 21 December 2021. In my provisional decision I said:

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of the complaint.

Having done so, I'm minded to uphold this complaint, which I expect Mr R will be disappointed with, but I will explain why I think this is fair.

Mr R held a home emergency policy with BG which amongst other things, covered for any boiler breakdowns. Mr R found his boiler to be leaking on 28 April 2021. He contacted BG who advised him that it would send an engineer the next day. No engineer attended. Over the course of three days Mr R explained that he had to continually chase BG, was told by BG that engineers would attend to his emergency, but none attended.

On 1 May 2021, BG attended, repaired the leak and carried out a service on the boiler. The main issue of this complaint is the level of compensation Mr R seeks and BG has offered, and whether the offer of £100 is fair in the circumstances of this complaint.

Our role isn't to fine or to punish the businesses we cover. Rather, we look at the effect on the customer including their upset. I can understand why Mr R was frustrated because of the failed appointments and the inaccurate information he was given. But I must take into account that he was without the use of his boiler over the course of three days. And although I understand that Mr R said that he had to turn the water off to prevent any further damage, he has confirmed that there were no persons who had vulnerabilities living in his home.

BG recognized that it had missed appointments, that Mr R had taken time to contact them and the general level of service provided was poor. It offered £100 compensation for the trouble and upset it caused. I asked BG what the reasons for the failed appointments were. It explained that it had engineer shortages, partly due to engineers isolating due to covid and partly due to some industrial action within the business. I think that this was a reasonable explanation.

Although I understand how frustrating this was for Mr R, I think that the impact was minimal, and I'm satisfied that BG was fair and reasonable in offering £100 compensation to Mr R. As well as apologising for the poor service and inconvenience it provided.

Responses to my provisional decision

BG accepted my provisional decision.

Mr R didn't agree with my provisional decision. He said that he was very disappointed by the provisional decision. He said that BG ought to have waived the excess charge. It should've sent a letter to customers informing them that it was likely that they wouldn't be able to fulfil their contractual agreement. Finally, Mr R felt that he had been constantly lied to from BG, throughout the ordeal.

I've carefully considered Mr R's responses, regarding the customer service failings. BG accepted that there were a few customer service issues, for which it has now agreed to pay Mr R compensation of £100. I'm satisfied that the reasons it gave for the failed appointments were reasonable. Also, BG has apologised for the inaccurate information given to Mr R. So,

I think that the level of compensation is fair, as it adequately reflects the trouble and inconvenience caused, for the short-term impact on Mr R.

Finally, Mr R has said that it would've helpful for BG to write to its customers to tell them that it was unlikely to be able to fulfil its contractual obligations. I have considered the terms and conditions of the policy. It provides the following, under its reasonable timescales section:

*'We'll carry out any **repairs** or visits you're entitled to within a reasonable time, unless something beyond our control makes that impossible – in which case we'll let you know as soon as possible and give you another time when we can visit.'* From this, I'm satisfied that BG did have something beyond its control and did let Mr R know. Clearly there were customer service issues and for this, it has offered the compensation, which I think is fair. And I won't be asking BG to do anything further to resolve this complaint.

Putting things right

I direct BG to put things right as I set out below.

My final decision

For the reasons I've given, I uphold Mr R's complaint.

To put matters right, British Gas Insurance Limited to pay compensation of £100.

British Gas Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr R accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment, at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 1 February 2022.

Ayisha Savage
Ombudsman