

The complaint

Mr W complains about British Gas Insurance Limited (BG) who sent him multiple invites for a boiler service, which he found harassing, under his home emergency policy.

What happened

Mr W held a home emergency policy with BG. He said that BG continually sent him invites for a boiler service. He said he repeatedly told BG to stop, and this was ignored. Mr W made a complaint to BG about this. BG considered the complaint and apologised for the unwarranted contact. It said that the contact would stop and amended its systems, as well as offered Mr W £30 compensation for the trouble and upset caused.

Mr W initially accepted the resolution and thought that would be an end to it. But the next day after BG said the contact would stop, Mr W received a further call inviting him to book a boiler service. Because of this, Mr W withdrew his support for the outcome offered by BG and ultimately brought his complaint to our service.

BG reiterated its apology and its offer of compensation for the trouble and upset caused, in its final response to Mr W. One of our investigators considered the complaint and didn't think it should be upheld. He said that BG had amended its systems to stop further calls to Mr W. Although further contact occurred, he considered this unavoidable, given that it would have taken around 24 hours for BG's systems to update to show the actions BG took (that is the amending of the system). Finally, he agreed that the compensation of £30 that BG offered, and paid Mr W was fair and reasonable in the circumstances of this complaint. And he wouldn't be asking BG to do anything further to resolve the complaint.

BG accepted the view, Mr W did not. He said that BG were wrong to be contacting him to invite him to book a service when the service plainly wasn't due. He wanted a higher amount of compensation for the distress caused. So, he asked for a 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.

Having done so, I won't uphold this complaint, for much the same reasons as our investigator. I understand that this might be a disappointment to Mr W, but I hope my findings go some way in explaining why I've reached this decision and why I think it is fair.

Mr W complained that he continually received several calls and messages from BG inviting him to book an annual service of his boiler, that was not yet due. Having considered both parties comments, I think the main issue here is whether BG could've avoided or stopped the contact made to Mr W, following his original complaint.

Based on the evidence, BG indicated that an agreement had been reached between itself and Mr W. With BG agreeing to pay compensation of £30 for the trouble and upset caused, which Mr W found to be acceptable. But Mr W further explained that he received an additional call (following the resolution) and it was this that triggered him to reject the resolution and make a formal complaint.

Mr W also said that a few days after the resolution, he was still receiving contact from BG for the exact same reasons.

I asked BG why, when it had amended its systems, did Mr W receive further contact. It explained that although it had amended its systems not to contact Mr W, the system took 24 hours to update, and this call was a crossover. As a result, Mr M received another call. So, I'm persuaded that it was fair and reasonable for BG to say that the call was unavoidable, in the circumstances.

Turning to the further contact that Mr W received, again after the rejected resolution, I asked BG about this. It explained that it was again unavoidable to cancel the letter going out. And it was likely that the letter had been pre-prepared, just waiting for it to be sent to Mr W. In the absence of any evidence from Mr W to the contrary, I think that it is likely that this happened here. Thankfully, since this period, the reminders have now stopped. So, I think BG did what it said it would.

BG offered and paid Mr W £30 for the trouble and upset caused. I understand that Mr W would like a far greater amount of compensation. When we assess compensation, we look at the impact of a business' error on the consumer. Here, I think the impact on Mr W was minimal. I say this as apart from the frustration of receiving the communication and BG not seemingly complying with Mr W's instructions, I can't see that Mr W has provided any other evidence that shows the impact on his day-to-day life as a result of the error. So, having reviewed our guidelines, I'm satisfied that the £30 compensation paid to Mr W, falls within our recommendations.

Overall, whilst I understand how disappointed Mr W will be, I think that BG were fair and reasonable in its offer of compensation. And I think that it amended its systems and the additional contact to Mr W wasn't avoidable. Consequently, I can't reasonably ask BG to do anything further to resolve this complaint.

My final decision

For the reasons given, 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 W to accept or reject my decision before 4 August 2023.

Ayisha Savage
Ombudsman