

## **The complaint**

Mr M complains about the service he received from British Gas Insurance Limited during an annual boiler service visit.

## **What happened**

Mr M held a residential HomeCare policy with British Gas Insurance Limited – hereafter referred to as BGI.

On 23 August 2023, Mr M contacted BGI to arrange an annual boiler service as his last service had been undertaken on 10 October 2023. He booked an appointment for the boiler inspection to take place on 6 September 2024.

On 6 September 2024, an engineer from BGI attended Mr M's home address to undertake the boiler service. However, from the outset of the visit Mr M said the engineer was argumentative and insistent that the service wasn't due. They informed Mr M the boiler had already been serviced in April 2024.

Mr M said he attempted to show the engineer evidence to show that an engineer had attended his home address previously for the purposes of an electrical and plumbing repair. However, he stated that the engineer was dismissive and stated the system he had access to showed that a service had taken place already and therefore wasn't due.

Mr M explained that the engineer ultimately entered his home to commence the service. But he said the engineer continued to argue with him. So, he asked him to stop the service and leave his home. He complained about the service he'd experienced that day via BGI's online chat facility.

During his online discussion with BGI Mr M was able to reschedule his boiler service appointment for 4 October 2024. BGI said it informed him it would close his complaint to enable feedback to be provided to the engineer who'd attended on 6 September 2024.

Mr M disputes that he was informed his complaint would be closed. He said he was expecting to receive a full response to his complaint and was disappointed by BGI's final response letter dated 7 September 2024. He felt that, in sending this letter the day after he'd complained, this indicated that BGI hadn't fully investigated his complaint. And he was unhappy BGI had closed his complaint with no explanation why.

Being dissatisfied with BGI's response to his complaint Mr M cancelled his policy and referred his concerns to our service. After doing so, BGI apologised to Mr M for what had happened and offered to compensate him £150 to reflect the aborted boiler service visit and service he'd experience from the attending engineer. Mr M rejected this offer and asked our service to continue to investigate his complaint.

After assessing the information provided by Mr M and BGI our investigator was persuaded the compensation offered was fair and reasonable. So, they didn't think BGI needed to take

any further action to resolve this complaint. But Mr M disagreed with our investigator's view of this complaint and asked for it to be referred to 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 can see Mr M and BGI have gone to some trouble to provide our service with some detailed points about this complaint. I want to assure them that I've read everything they've sent us. But I hope they'll understand if I don't address every comment they've made in this decision. I intend to concentrate on what I consider is key to this complaint.

I'm sorry to hear about the difficulties Mr M experienced here. I know he feels very strongly about this matter. And I appreciate the reasons he's brought his complaint to our service. But, while I sympathise with Mr M, the issue that I must determine is whether BGI acted fairly and reasonably.

I'll explain at the outset that I'm persuaded the offer BGI made to resolve his complaint is fair and reasonable. I'm not departing from the reasons our investigator shared with Mr M and BGI in their view of this complaint. But because there's been a change in resolution after Mr M referred his complaint to our service, it's proper to uphold this complaint. I'll explain why I've reached the same conclusions as our investigator.

I'm aware that Mr M had held his policy with BGI for over a decade before complaining about what happened in September 2024. The policy included cover for central heating, plumbing and drains and home electrics. As part of the central heating cover, the policy provides for a boiler service, which was initially scheduled to be undertaken on 6 September 2024.

Mr M has shared details of his experience when BGI's engineer attended his property in September 2024 to service his boiler. There are no independent witnesses to that visit. But I can see BGI accepted what Mr M said about the behaviour of its appointed engineer. I'm satisfied that was a fair and reasonable approach for BGI to take here.

I acknowledge that being presented with an argumentative engineer would have been unpleasant for Mr M. He was made to feel upset within his own home to the degree that he felt he had no alternative but to ask the engineer to stop the boiler service and leave his home. This all indicates how distressed he must have felt by the behaviour of the engineer.

BGI has explained that its engineer may have been confused during their visit to Mr M's home because he holds another HomeCare policy elsewhere where there was a boiler service undertaken on 16 April 2024. BGI has suggested that the engineer may have been looking at notes recorded on its job booking system relating to that policy instead. And it says this is why the engineer was insistent that the service had already been completed. BGI has accepted that this doesn't excuse the behaviour of the engineer. It recognises the conduct of this employee has fallen far short of the standard it strives to deliver. I'm pleased to see BGI assured Mr M it would provide appropriate feedback to this individual.

I've already outlined the extent to which Mr M was inconvenienced and upset as a result of the engineer's attendance at his home address on 6 September 2024. As well as being distressed in his own home, Mr M was inconvenienced by what happened. I say this because the service appointment had to be aborted and rearranged. The boiler service was rescheduled for around two months later. And this all meant Mr M had to make himself available on a second occasion. He potentially take time off work, to facilitate the rearranged

service appointment. I'm satisfied the second appointment would have been avoided had Mr M had a better experience in September.

BGI has apologised for what happened and reassured Mr M it will feedback to the engineer. It's also offered to pay £150 in compensation to recognise what happened. But I understand that Mr M is seeking compensation of £400 to resolve his complaint.

We aren't here to punish businesses. And when our service considers an award of compensation, we look at the impact of a business' mistake on the consumer and consider what actually happened. Put simply, we can't award compensation based on hypothetical and speculative situations.

I've carefully considered the impact the engineer visit had on Mr M. Having done so, I'm persuaded the compensation already offered is fair and reasonable. It adequately recognises the trouble and upset he would have experienced and it's what I would have directed BGI to pay had no offer been made. I'm satisfied the compensation offered is in line with awards made by this service in comparable circumstances. So, I'm not going to direct BGI to increase the offer it made.

Mr M has also indicated that he'd like me to direct BGI to reimburse the premiums he paid for the heating part of his HomeCare policy. He feels BGI failed to deliver the service its obligated to provide under the heating part of his Home Care policy and believes it should refund the premiums he paid for that part of his policy as a result. However, I'll explain why I'm not persuaded this would be a fair outcome to this complaint.

As I mentioned Mr M's policy with BGI covered him for issues relating to his central heating, home electrics and plumbing and drains. His complaint here relates to only part of the policy BGI provided. Furthermore, by the time Mr M complained to BGI about what had happened in September 2024, he'd held his policy for over eight months. The policy renewed each January. So, he'd had the benefit of cover under the policy from then until the date he cancelled the policy.

During the time the policy was effective, Mr M would have been covered for any repairs that had been required under the policy. He also had the benefit of the boiler service that took place on 4 October 2024. In the overall circumstances, I can't say BGI hasn't fulfilled its obligations under the policy. It follows that I'm not going to ask it refund any of the policy premiums Mr M paid.

I'm aware that Mr M cancelled his policy with BGI on 12 October 2024 having paid a cancellation fee of £95. I understand this charge was explained to Mr M and that he agreed to pay the fee to enable his policy to be cancelled mid-term. I'm satisfied this cancellation fee was reasonably and fairly incurred by Mr M. I say this because the policy was cancelled outside the 14 day cooling off period, he'd held the policy for over nine months during that policy year, had the benefit of cover while the policy was operational and a boiler service.

Mr M has raised concerns about how BGI dealt with his complaint. I'm not seeking to trivialise the concerns that Mr M has, but strictly speaking, we don't have the power to look at how businesses deal with complaint handling – as it's not a regulated activity under the legislation that governs our service. So, even if I did think BGI hadn't done things well in this regard, I wouldn't be able to uphold that element of Mr M's concerns or make an award. I can't act outside the law. Impartially though I don't think BGI acted unreasonable or unfairly after Mr M shared his concerns.

I recognise that BGI's final response letter is dated 7 September 2024 – the day after Mr M complaint about his experience and that its content is brief. The letter states, *"we've now closed your complaint"* but doesn't explain why.

It's clear Mr M was hoping for a more detailed complaint response following the concerns he logged with BGI. But I think the final response letter has to be read in conjunction with the transcript of the webchat Mr M had with BGI on 6 September 2024 after he'd asked the engineer to leave his home. I say this because the webchat provides an understanding as to why BGI responded to Mr M's complaint in the way it did.

The content of the webchat clearly indicates how distressed and unhappy Mr M was as a result of the engineer visit. I can see that the BGI employee who communicated with Mr M during the webchat discussion was empathetic and understanding. They apologised and informed Mr M that they would *"open and close a complaint so the notes are left on the account for future reference so this won't happen again"*. Mr M was informed that he'd receive notification that his complaint had been raised and closed.

BGI informed Mr M during this online discussion that staff related issues are not resolved via the complaints team. However, it assured Mr M that it would raise a feedback request to ensure the engineer's manager investigated what had happened and provide important feedback. I'm satisfied that was appropriate escalation in response to Mr M's concerns about a staff member.

From the communication Mr M had with BGI online I'm satisfied BGI proactively assisted Mr M during the online chat. It shared the name of the engineer with him. It also booked another appointment for the boiler to be serviced and arranged for this to be undertaken on 4 October 2024, which was a suitable date for Mr M. I also think BGI clearly explained that it would log the complaint and close it, which explains why the final response letter was brief in its content and sent the day after Mr M shared his concerns.

I realise Mr M will be disappointed with this decision. But this brings to an end what we, in trying to resolve his dispute with BGI, can do for him. I'm sorry we can't help Mr M any further with this.

### **Putting things right**

To resolve Mr M's complaint BGI should pay him £150 in compensation to recognise the poor service he received. But other than this it need take no further action.

### **My final decision**

My final decision is that I uphold Mr M's complaint. British Gas Insurance Limited should pay him £150 in compensation to resolve this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 31 December 2024.

Julie Mitchell  
**Ombudsman**