

## **complaint**

Mr C has complained that British Gas Insurance Limited (BG) hasn't paid him appropriate compensation when there have been failings in the service it's provided.

## **background**

Mr C has raised a number of complaints about the service he's received from BG, who provides home assistance cover to his own property and to rental properties that he owns. He's made three specific complaints.

The first complaint relates to one of Mr C's rental properties. He needed to arrange for an annual service for the boiler and central heating system at this property. He initially had difficulty in making an appointment, and then when one had been made, BG's engineer didn't turn up.

Mr C says BG initially offered him £70 compensation which he said he wasn't willing to accept. Mr C says that BG then said in a telephone call on 23 November 2018 that it would exceptionally increase its offer to £150. Mr C believes this amount was agreed, but BG only paid him £100. Mr C doesn't wish to continue to argue for £150, but thinks this payment of £100 should be used as a benchmark.

Mr C's second complaint relates to his own property. An appointment for an annual service was made for 24 November 2018. But again, BG's engineer didn't turn up. A new appointment was arranged for within a week. BG offered him £50 compensation. Mr C said he wasn't happy with this but BG wouldn't increase its offer and made a payment of £50. Mr C believes this should be increased to £100, in line with the first payment he received.

Mr C's third complaint relates to the same rental property as the first complaint. In January 2019 Mr C called BG to deal with a leak from the boiler that BG had serviced in November. The property had no heating or hot water. He again had difficulties in getting hold of BG and when he did, they initially said they weren't able to offer an appointment for a number of days. After Mr C complained about this, an appointment was brought forward to the next day, although an engineer was able to visit that same evening. BG offered Mr C £20 compensation for this, which again he has rejected on the same basis as before. He wants a further £80.

So Mr C's specific complaints relate to the levels of compensation offered and paid to him for failed appointments and generally for the difficulties that he's had in making these in the first place.

Mr C has also made a number of more general complaints. He's not happy that BG's annual services aren't taking place each year, and he thinks they're insufficiently thorough. He argues that these should be annual, and not either early or late, as this can leave a big gap between services. A late service also impacts on his gas safety certificate which he's required to have as a landlord. He also complains that correspondence from BG isn't clearly marked with the property to which it relates.

I've looked at what BG's records show in relation to his specific complaints.

In relation to the first complaint, they show that BG had no record of any incoming calls in relation to the rental property although Mr C says calls were in fact made by his tenants, and that BG had incorrectly told them that only the landlord could book appointments. BG

checked whether Mr C's agents had phoned, but also had no record of any calls from them. It thought Mr C would feel that his agents weren't telling him the truth, so the record shows that it offered him compensation.

BG checked the phone call in which compensation was discussed. The note of this says that at the end of the call BG offered Mr C £70. In response, he apparently said that he'd be happy to close the matter for £100, so BG paid him this sum.

In relation to the second complaint, BG's records show that there was a system problem at their end which meant that the engineer wasn't able to contact Mr C. He was offered another appointment but this was some weeks ahead. When Mr C complained, an appointment was brought forward to within seven days, which apparently Mr C was satisfied with.

BG offered him £50 compensation for the inconvenience for the missed appointment, and for having the inconvenience of having to have another appointment. BG's records show that Mr C accepted this "under duress" although he mentioned that he'd been told that if an appointment was missed again he'd receive £100.

In relation to the third complaint, BG's records show that Mr C told it he'd been trying to arrange an appointment on line for hours but the system wasn't working. He spoke to a manager who offered an appointment for the following day, but an engineer actually called that same evening. It offered him £20 for the inconvenience of not being able to contact BG.

As Mr C wasn't happy with BG's responses to his specific complaints, he's brought his complaint to this service. Our investigator's view was that what BG had offered Mr C in the way of compensation for his trouble and upset was fair and reasonable.

Mr C doesn't agree with our investigator's view. In particular, he told our investigator that the leak that he had to call BG about in his rental property in January 2019 should've been noticed by BG's engineer when doing the annual service two months before. He's asked that his complaints be considered by an ombudsman, so they've been referred to me to make a final decision.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I'm not going to uphold Mr C's complaints and I'll explain why not.

Mr C has made a number of complaints about BG and the service he's received from it. Some of these are specific and detailed, and others are generalised. Whatever the merits of the generalised complaints, I can't address them in the abstract. I have to confine my decision to the three specific complaints he's made which relate to the compensation he's been offered by BG for various service failings he's experienced. I'll consider each one in turn.

Mr C's first complaint is that BG only paid him £100 compensation for its failure to turn up for an appointment when he says that he was offered £150. BG's records, though, don't make any reference to this. I've seen a note made of the telephone call recording in which compensation was discussed. It refers to an initial offer of £70 which was then increased to £100. There's no record of any offer of £150. So I don't think there's enough evidence to support what Mr C has said. But Mr C isn't pursuing this, and I believe he's accepted £100 on the basis that it provides a benchmark or precedent for any similar complaints.

His second complaint is just such a similar complaint. He was offered £50 compensation for his inconvenience when BG's engineer didn't turn up for an appointment at his own house. Another appointment was offered shortly afterwards which Mr C appeared to find satisfactory.

In these circumstances I don't think that £50 is unfair compensation. It would be in line with the level of compensation this service would require a business to pay unless there was particular hardship arising, for example a vulnerable customer left for a number of days with no hot water or heating.

Turning to Mr C's third complaint, although Mr C had some difficulty in making this appointment, a BG engineer did come within a very short time. So again, I don't feel that £20 is unfair in these circumstances.

Mr C also complains that the leak that prompted the call out in January should've been noticed by BG's engineer when the boiler was serviced two months earlier. He relies on the resulting staining to support his belief that the leak was an old one. I can't however regard that as sufficient evidence to support a finding that the leak was definitely present at the time of the annual service the previous November, and would've been obvious to BG's engineer then. So I can't make a finding that BG's engineer was negligent and increase the award of compensation on that ground.

Overall, Mr C has experienced some poor service from BG. He's suffered frustration and inconvenience, and some additional cost. I've heard his telephone conversations with our investigator, so I'm aware why he feels he should receive more in the way of compensation.

But our awards of compensation can't take into account the value that different people place on their time. Nor is it reasonable that every inconvenience that a customer experiences, or extra cost that they might incur, should be fully compensated for. Mr C feels that the compensation of £100 he received in relation to his first complaint should be applied to his other similar complaints, effectively creating a benchmark. But each situation needs to be considered on its own merits. Situations differ, and the impact of the same mistake in different circumstances can cause different levels of distress and inconvenience, and merit different levels of compensation.

BG has recognised that its service fell short on these three specific occasions and that Mr C has suffered inconvenience. It's paid him a total of £170 to compensate for this, and this should contribute towards the costs he says he's incurred because of BG's poor service.

In the circumstances, I don't think what BG has paid Mr C is unfair or unreasonable. I'm therefore not going to ask it to do anything else.

### **my final decision**

For the reasons I've given above, I'm not going to uphold Mr C's complaints.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 28 June 2019.

Nigel Bremner  
**ombudsman**