

complaint

Mr H complains that British Gas Insurance Limited mishandled his complaint about a missed service appointment for his boiler under his home emergency insurance policy.

background

Mr H had an annual home emergency policy with British Gas. Under the terms of the policy Mr H was entitled to have his boiler serviced annually.

In January 2017 Mr H booked an appointment with British Gas for an engineer to attend and service his boiler. Mr H received two texts from British Gas confirming the appointment, one on the day he booked it and the second three days before the appointment. Mr H also rang British Gas prior to the appointment to explain his boiler's programmer clock was faulty so that the engineer would be aware of this issue when they attended.

On the day of the appointment Mr H rang to enquire what time the engineer was attending and says he was told they would be with him shortly. However, no engineer arrived at Mr H's home that day.

The following day Mr H sent two emails to British Gas complaining that the engineer hadn't arrived and requested that a new service appointment be set for a specific date a week later. He received no reply. So a few days later Mr H rang British Gas as his boiler had developed a fault and stopped working meaning he had no hot water or central heating.

British Gas apologised and arranged for an engineer to attend the following day. It offered Mr H as a goodwill gesture one month's premium via BACS, rebooked the engineer and said it would log his complaint.

The engineer attended the following day and fixed Mr H's boiler. Mr H made a formal complaint to British Gas via email. He says he didn't receive any response nor did he receive the repayment as offered by British Gas.

In October 2017 Mr H received a letter from British Gas stating that it had closed his complaint. Mr H again complained to British Gas. He asked for £300 compensation plus the waived one month's payment for British Gas' poor customer service, the mishandling of his complaint and for the engineer failing to attend as booked. British Gas didn't respond.

Mr H complained to this service. Our investigator recommended that Mr H's complaint should be upheld. He said that British Gas should pay Mr H £150 compensation for the missed appointment and lack of response to his call and emails.

Neither Mr H nor British Gas had agreed with our investigator's view. Mr H said it was 36 hours after he told British Gas he didn't have any hot water or heating that the engineer arrived which was also nine days after the service had been due. He said that British Gas had breached its contract with him by not following its complaints handling procedure and its policy contractual obligations. He said the compensation suggested by the investigator was insufficient for the distress and inconvenience caused.

British Gas said the compensation suggested was too high for the minimal amount of frustration and inconvenience caused to Mr H. It accepted an appointment had been missed but said that this had been rescheduled the following day. Mr H had been without a working boiler for a day.

As the parties disagreed the complaint was passed to me. I issued a provisional decision along the following lines. I'd seen a copy of the home emergency insurance's policy. This policy allowed for the boiler to be serviced annually though a service didn't include any repairs or replacements. It said that if during a service the boiler "isn't fit to be used, you'll still have to pay for their visit". So repairing a fault was separate.

The policy also included a section headed "*Complaints*". It said that all complaints were "*taken seriously*" and that British Gas would do its best to resolve the issue "*right away*" and that "*if we need more time to investigate we will let you know*".

It was accepted that the engineer hadn't arrived to service Mr H's boiler on the day that was booked. I'd seen that Mr H called British Gas a couple of days before the service to explain that he was having a problem with the boiler's programmer clock so I appreciated there was an issue with boiler though it was working at that time.

I'd seen from the notes made by British Gas that it was aware on the day that the engineer hadn't attended as Mr H called. British Gas had noted that it apologised to Mr H and offered to rebook the appointment. The next note is dated a week later and which said that due to the missed appointment and poor customer service a goodwill gesture of one month's payment (£22.50) would be made via BACS plus a two hour time slot booked for the service to be conducted. It also says a complaint has been logged. The engineer attended Mr H's property on this date and fixed the boiler.

British Gas accepted that Mr H spent around 24 hours without a working boiler. Mr H said it was nearer 36 hours. I didn't think the length of time was materially different. It was an inconvenience for Mr H for a short time.

Mr H's main complaint was about how British Gas had handled his complaint. He said he hadn't received the month's payment as promised nor had he received any information about what was happening. The next letter Mr H received from British Gas was in October 2017 when it wrote to say his complaint had been closed and if he was unhappy he could bring a complaint to this service.

I could understand why Mr H had been surprised to receive this letter though I hadn't seen any evidence that he'd made contact with British Gas after his boiler was repaired so I wasn't sure whether he'd thought his complaint was still active. British Gas appeared to have thought that it had adequately dealt with his complaint at the time he'd raised it. It said the letter was sent to correct its failure to send the letter in February 2017.

I appreciate that British Gas hadn't kept to its complaint policy though I didn't accept this was a breach of the policy's terms and conditions. And having accepted that the business hadn't provided the quality of service as would have been expected to Mr H, I had to consider the impact this has had on him when deciding whether compensation was payable.

Mr H had booked a service at a time that was convenient for him and taken time off to be at the property. It was frustrating for Mr H for the engineer not to then arrive and not to be

told they couldn't come. It appeared Mr H hadn't received the compensation British Gas thought he should for that failure. He'd then had a short time without heating and hot water and his email complaints weren't responded too. He'd then got a letter many months later telling him his complaint had been closed. This would've added to his distress and inconvenience. However I didn't agree that compensation of £300 is reasonable and I thought that a total of £150 was fair for the impact these events have had on Mr H.

I intended to uphold Mr H's complaint and ask British Gas to pay Mr H £150 as compensation.

Mr H hasn't asked me to look at any parts of my provisional decision again though he did enquire whether the one month's payment was to still to be reimbursed in addition to the £150 compensation.

British Gas hasn't raised anything for me to consider on my provisional 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 haven't changed my view and for the reasons given above I'm still upholding Mr H's complaint. I'm asking British Gas to pay a total amount of £150 compensation to Mr H which means I'm not asking it to also reimburse his one month payment under the agreement in addition to this amount.

This is because when setting the amount of compensation I found to be fair and reasonable I looked at the impact that the whole situation had on Mr H. And this included British Gas not reimbursing the one month payment when it said that it would. So that repayment figure is part of the £150 compensation.

my final decision

For the reasons given above I'm upholding Mr H's complaint. I'm asking British Gas Insurance Limited to pay Mr H £150 compensation for the distress and inconvenience caused to him for the missed service appointment and the subsequent mishandling of his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 8 June 2019.

Jocelyn Griffith
ombudsman