

complaint

Mr W says that British Gas Insurance Limited (“BGIL” for short) has treated him unfairly regarding appointments for his boiler service, the customer service he received and its offer of a gesture of goodwill regarding what happened under his home emergency policy.

background

Mr W says that BGIL has treated him unfairly. He booked a service for his boiler to be carried out at the beginning of November 2018. The day before BGIL called Mr W to say it had to cancel as the engineer was needed elsewhere. On that call Mr W confirmed his boiler was working fine. Mr W was then disappointed to discover a service appointment wouldn't be available until late January 2019. So BGIL offered £30 for the inconvenience. Mr W wasn't happy so he complained asking for a service much sooner, to refund an amount equivalent to the cost of the service and £100 in compensation.

BGIL says a goodwill gesture of £95 has been sent to Mr W. This is made up of the £30 offered and a refund of the cost of the service (£65). It feels this position is fair in the circumstances.

Mr W didn't agree. So he complained here and the investigator didn't uphold his complaint. Mr W remains unhappy, so this complaint has been passed to me for a decision.

my findings

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

This decision doesn't address how this service has looked into Mr W's concerns. I'm only looking into the merits of the complaint Mr W has with BGIL.

Largely speaking the events around what happened are agreed between the parties. BGIL accepts it moved a servicing appointment at short notice, and that it didn't provide a service in Mr W's contractual year 2017/18. And it agrees there was some delays which meant there was a long time between services of Mr W's boiler. It's also clear that when Mr W's boiler did need a repair, BGIL attended quickly and well within reasonable time (Mr W isn't complaining about that appointment). In essence all that is in contention is the award for what has happened here.

Having considered the entirety of the matter I don't think this complaint should be upheld. I say this for the following reasons.

Firstly, having considered what has happened I'm satisfied BGIL's position in paying/refunding a total of £95 is fair and reasonable in the circumstances.

Mr W doesn't think so. He rejects this position “*in the strongest possible terms*”. He says this service is saying minimum compensation for failings is acceptable and asks “*why would companies have any incentive to provide better service, when they know they won't be punished where it hurts?*” It is not for this service to award punitive compensation. This service instead needs to consider what is fair and reasonable in the circumstances of this complaint.

I do not consider any further award is appropriate in these circumstances. Mr W has not suffered any significant financial loss as a result of what has happened. I'm not persuaded that he's suffered substantial distress or inconvenience. I say this because although Mr W has made clear he's very unhappy with the position of BGIL he's not persuaded me that its position is unfair or unreasonable in the circumstances or pointed to significant consequences of what went wrong. So I think the offer made fairly reflects the distress and inconvenience suffered.

Mr W has also pointed to a previous situation where BGIL made an award to him. This may be so. But this service looks at each complaint on its individual merits. I'm satisfied that no further award is needed here.

So all in all I think BGIL has treated Mr W fairly. As such I won't be asking it to do anything more.

I appreciate Mr W will be disappointed by this but unfortunately I'm satisfied the position taken by BGIL is fair and reasonable in the circumstances. As such I don't require it to do anything more.

my final decision

For the reasons set out above, I do not uphold the complaint against British Gas Insurance Limited. So it needs to do nothing further about this particular complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr W to accept or reject my decision before 25 April 2019.

Rod Glyn-Thomas
ombudsman