

complaint

Mrs M and Mr M complain that British Gas Insurance Limited ("BGI") wouldn't compensate them for a missed appointment. This complaint has been brought by Mrs M, on behalf of them both.

background

Mrs M said that she booked an appointment with BGI for a boiler service. The appointment was on 8 March, between 12pm and 6pm. She said that she had to pay someone else to cover for her, so she could have that time off. But she said that BGI's engineer didn't turn up. So she wanted BGI to pay her the cost of the cover she'd had to arrange.

Mrs M said that she rang BGI after 5pm, and it said that the appointment was still booked. But then it rang back, and said that the engineer wouldn't be coming. She said she complained, and BGI said it wouldn't cover her losses. Mrs M said that BGI had provided her with very poor customer service, both in terms of the initial missed appointment and then in how it dealt with her complaint.

BGI said that when Mrs M rang, the engineer was still due to attend. But only a few minutes later, it found out that he wouldn't be able to get there after all. BGI said it does have to prioritise emergency breakdown appointments for things like a total loss of heating and hot water.

BGI said it had sent Mrs M a cheque for £115, made up of £65 for not having had an annual service under her policy, and £50 for the missed appointment. It said that £65 was the cost of its annual service. BGI thought that its offer was fair. Mrs M has told us she received that cheque, but wouldn't be cashing it.

Mrs M sent us payslips for someone who works for her. These sheets showed that this person worked on 8 March, and that this particular weekday is not regularly worked by that person. The pay rate was £35 per hour, and Mrs M said that two and a half hours of the payslip was work that she would otherwise have done herself.

On the basis of this, our investigator recommended that BGI increase its offer. BGI said it would pay a further £40 to cover the cost of providing someone to fill in for Mrs M when she wasn't available. BGI also said that it would carry out the service that Mrs M had missed, even though she and Mr M had cancelled their policy.

Mrs M said that she didn't want to accept this.

Our investigator didn't uphold this complaint. She said she'd listened to the calls that Mrs M had with BGI, and she appreciated that the call handler's delivery could've been better when Mrs M first tried to raise her complaint. But she said that this person didn't work for the complaints department. Mrs M did get an explanation about what compensation is usually offered, and had an opportunity to discuss her complaint with a manager and a customer relations adviser. And our investigator said that she thought that BGI had thought about all the issues that Mrs M had raised.

Our investigator said that it wasn't unreasonable for BGI to prioritise emergency work over scheduled services. And our service doesn't usually ask businesses to pay compensation for the time someone has spent taking a complaint. Our investigator thought that BGI's offer,

which included the cost of the missed service at £65, £90 for Mrs M's financial loss, and the offer of a service, was fair and reasonable.

Mrs M didn't agree with that. She said that if the advisor she first spoke to couldn't make decisions about complaints, he shouldn't have made his flippant remark about possible redress. She also said that this person was trying to blackmail her by requiring her to make a new appointment before she could raise a complaint. She said that the correspondence she'd had since then with BGI was a complete waste of time. And she wasn't satisfied that BGI had other priorities on the day. She thought that BGI had failed to make an appointment because of incompetence rather than poor weather or luck.

Mrs M said that she thought it might be appropriate for our service to look at BGI's wasting customers' time unnecessarily.

Because Mrs M didn't agree with our investigator, this complaint was passed to me for a final decision.

my provisional decision

I issued a provisional decision on this complaint and explained why I proposed to uphold it in part. This is what I said then:

- Mrs M and Mr M had a home emergency policy with BGI. An annual boiler service was included in the cost of that cover. Mrs M complained about what happened when she arranged that annual service.
- Mrs M suggested that our service should look at BGI's overall approach to meeting appointments, to see if it is wasting a lot of customer time. But I explained that our service can't do that. We aren't a regulator. We can only look at individual complaints. So that's what I did here.
- We knew BGI didn't attend the scheduled appointment. I did think the late cancellation of Mrs M's appointment was unfortunate, but I also thought it was clearly unforeseen. Mrs M didn't accept that BGI's engineer had been redirected elsewhere because of an emergency. But I hadn't seen anything to suggest to me this wasn't the case.
- Mrs M spoke to BGI when it rang to cancel, and she lodged a complaint then. She objected to how BGI dealt with this call. I agreed with our investigator that the issue of possible compensation could've been better handled at the start by the initial call handler, but I also noted that this call was confrontational in tone from the start.
- I thought that BGI did then discuss Mrs M's complaint with her in some detail, so she had the chance to put her points across. And I also didn't think BGI was seeking to blackmail Mrs M by asking her to rebook. She had already paid for the boiler service, as part of her annual premium. So I thought BGI was trying to make sure that she got a service she'd paid for.
- Mrs M said the correspondence she later entered into with BGI was a waste of her time. BGI's letter to her about her complaint said if there was anything further that she wanted to bring to BGI's attention that hadn't already been considered, she should get in touch with BGI. If she wasn't happy with the outcome, she could complain to us. Mrs M said she responded to that letter from BGI, but was told her complaint was closed with it.

- I'd read the email Mrs M sent to BGI, and I thought that the issues she raised there were issues that BGI was already aware of when it sent its letter to her. So I thought that Mrs M wasn't raising new issues that BGI hadn't already considered. She was objecting to the conclusion that BGI had reached on her existing complaint. So her complaint was, quite properly, redirected to us by BGI. I didn't think BGI made a mistake when it did that.
- Overall, I did think that the customer service that BGI initially offered Mrs M, after her appointment was cancelled, could've been better. And I also appreciated that there was inconvenience to Mrs M if she had to stay in all afternoon for an appointment that wasn't met. But I thought that the offer that BGI made provided a fair and reasonable outcome to her complaint.
- Mrs M wanted compensation for the inconvenience, and she also wanted BGI to pay the costs she'd incurred, staying in that afternoon. I did think that BGI should make a payment for inconvenience. But I didn't think it had to pay the costs she'd incurred, staying in that afternoon. I didn't think that was a loss to Mrs M that BGI caused. I said I would explain why I thought that.
- Mrs M told us that she missed a work opportunity. She said she had to pay someone else to cover for her. BGI has said it doesn't usually cover lost wages, but Mrs M said this was a direct financial loss to her. BGI agreed to increase its offer to cover that.
- Mrs M showed us that she had to pay someone to cover a work session for her. I appreciated that she'd missed out on an earning opportunity, and hadn't got the boiler service she thought she would get. But Mrs M chose when to book this appointment. So Mrs M was always going to lose that money.
- The problem Mrs M had, was that she didn't get a service on her boiler during that time. So she presumably needed to arrange a new service. But Mrs M hadn't shown us that the only way for her to get a boiler service now would be for her to miss out on further earning opportunities. Mrs M didn't want BGI to book a new service for her. She hadn't said whether she intended to have the boiler serviced.
- So I didn't think that Mrs M had actually shown us that there was a £90 loss to her, which was caused by what BGI did, as opposed to, for example, when Mrs M had chosen to schedule this appointment.
- Mrs M also wanted us to take account of the fact that she'd had to bring a complaint to our service. I had considered that, as well as all the issues set out above, in reaching my conclusion on this complaint.
- BGI had offered £90 for Mrs M's loss, plus £65 which is what it pays for a service, and a free service to her boiler, the same as she would've been entitled to under her cancelled policy. For the reasons I'd set out, I thought the amount that BGI had offered provided fair and reasonable compensation for the missed appointment, and what I considered were initial lapses in customer service when Mrs M first tried to register her complaint.

I invited the parties to make any final points, if they wanted, before issuing my final decision. BGI agreed with my decision. Mr and Mrs M didn't reply.

my findings

Although neither side has offered anything further, I've still reconsidered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. I haven't changed my mind. So I'll now make the award I initially proposed.

my final decision

My final decision is that British Gas Insurance Limited must pay Mrs M and Mr M a total of £155 in compensation, and provide a free boiler service if they wish to have this. British Gas Insurance Limited can include in this amount any compensation it has already paid Mrs M and Mr M for this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 11 July 2019.

Esther Absalom-Gough
ombudsman