

complaint

Mr T complains about the service he received from British Gas Insurance Limited (BGIL) when it undertook an annual service on a gas fire covered under a HomeCare Four insurance policy.

background

Mr T has a HomeCare Four policy with BGIL which provides cover, in certain circumstances, for various risks associated with electrical and gas appliances, amongst other things, in the home. It includes cover for an annual service of two gas fires at the insured property.

An engineer was due to call at the property to undertake the annual service of one of the fires. But despite phoning ahead and promising Mr T extra time to get to the property, he didn't turn up. BGIL offered Mr T £30 to apologise.

BGIL arranged another appointment the following day – a Sunday – for the service to be undertaken. When the engineer called, Mr T wasn't happy with the standard of his work or his professionalism and, because of this, he asked him to leave the property.

He phoned BGIL a number of times that afternoon to complain about this. He also asked for another engineer to be sent the same day to finish the service and to put the fire back together again. Additionally he asked for a team leader to phone him back as he was increasingly unhappy with how things were being handled.

BGIL explained that as there was still heating and hot water at the property, they couldn't arrange an engineer to call the same day but offered an appointment the following afternoon. Mr T only wanted an evening appointment but BGIL couldn't confirm this without first talking to another department and Mr T wasn't happy to wait while this happened.

Mr T phoned back again and BGIL confirmed it had recorded a request for a call back from a team leader within 48 hours. Mr T also asked for a weekend appointment for another engineer to call but BGIL couldn't arrange this as the availability of weekend appointments wasn't known at that time.

A little later, Mr T called back again as he wasn't happy that he was having to wait for a callback from a team leader. And he complained again about not being able to get a weekend appointment.

A couple of days later, a service manager phoned Mr T back and arranged an appointment for the following weekend for another engineer to call. He also confirmed he would be following up Mr T's complaint about the first engineer and would ensure he wasn't sent to the property again. He also offered a gesture of goodwill to apologise for the problems it had caused. Mr T rejected this offer of £50. Following a review by a more senior manager BGIL offered a total of £165 for the

problems it had caused. Mr T wasn't happy with this and brought the complaint to this service.

In summary, our investigator said she thought this sum fairly reflected the trouble and upset Mr T had experienced and she wouldn't be asking BGIL to do anymore. Mr T thought an additional £210 would be fair so he asked an ombudsman to make a 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. And in doing so I've reached the same conclusion as the investigator and for the same reasons. I know Mr T will be disappointed by this so I'd like to explain my reasoning.

customer service

Mr T has undoubtedly experienced some customer service failings from BGIL. It's acknowledged and apologised that the first engineer didn't turn up when he should have done and it offered £30 by way of an apology. I know Mr T rejected this offer but I think it was a fair offer in the circumstances. I also note that BGIL arranged for an engineer to return the following day - a Sunday when appointments aren't normally available - as it recognised it had let Mr T down.

BGIL also apologised for the service and professionalism of the second engineer and it's confirmed it will be following its internal staff guidelines to deal with the issue.

I know Mr T was unhappy with the number of calls he made that day but I note that some of these were made at his own choosing as he thought things should be happening quicker than they were. I'm satisfied, though, that BGIL was trying its best to help and in a timescale that I consider reasonable – and within one which it explained to Mr T in advance.

Mr T says the BGIL engineer told him that previous services of the fire hadn't been undertaken correctly. But there's no evidence of this and nothing in BGIL's notes backs up this claim. I note that the engineer who resolved the issues, fully tested the fire and confirmed it was in working order. I don't have enough to conclude though that previous services weren't undertaken correctly.

weekend appointments

When BGIL couldn't immediately arrange a weekend appointment, Mr T said the policy been mis-sold as he said he'd been promised weekend appointments when he took it out. As he took the policy out five years ago, the call in which he did, is no longer available so it's not possible to be certain what was said during the call.

But having read through the terms and conditions of the policy and looked at the other documentation provided I note there's no specific reference to the availability of weekend appointments. From BGIL's notes, it seems that generally weekend appointments are available but that it didn't have any non-emergency weekend

appointments available at the time Mr T was phoning. And as Mr T still had hot water and heating in the property, BGIL didn't consider Mr T's situation to be an emergency. I don't think this was unreasonable.

I note that the original appointment was on a weekend and when Mr T spoke to a manager about his experiences, the manager arranged the follow up appointment at the weekend too. So overall, I'm satisfied that weekend appointments are available. And in the absence of any evidence to show Mr T was misled, I can't safely conclude the policy was mis-sold to him.

compensation

BGIL has sent Mr T a cheque £165 for the various issues he experienced. I know he thinks this isn't enough. But I consider £165 to be a fair and reasonable way to reflect the trouble and upset BGIL caused him for the customer service failings identified above. I don't intend to tell BGIL it needs to do anymore and I'll merely leave it to Mr T to decide whether he wishes to cash the cheque.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 1 March 2019.

Paul Phillips
ombudsman