

## **The complaint**

Mr A complains that British Gas Insurance Limited (“BGIL”)

- failed to attend an appointment he had arranged with it under his home emergency insurance contract; and
- offered an amount of compensation for its failure which he thinks is inadequate.

## **What happened**

Mr A entered into a home emergency insurance policy with BGIL to run from 8 October 2019. He arranged for BGIL to carry out its initial service visit on 10 October 2019.

BGIL failed to attend as arranged. When Mr A complained to BGIL, it apologised. It said that a systems error meant the agreed appointment hadn’t been properly carried into its systems. A visit was arranged for 12 October 2019, which was properly completed.

BGIL offered Mr A compensation of £20 for its failure to attend the initial appointment. Mr A didn’t accept this, but BGIL wouldn’t increase its offer. So Mr A complained to us.

Our investigator didn’t recommend that this complaint should be upheld. Mr A had said that he had to make a similar complaint against BGIL a few years previously. On that occasion BGIL had offered him compensation of £100, which he thought was a more appropriate level of compensation.

The investigator said there were a number of errors in the previous case, including recording the address incorrectly, which resulted in multiple missed appointments. He said we looked at each individual complaint on its own merits.

He noted that Mr A had to take an extra day of his holiday entitlement for the changed appointment. However, it seemed the reason for the missed appointment was an unfortunate system error, which regrettably sometimes occurred. BGIL acted quickly when Mr A made it aware of what had happened. The appointment was rebooked and completed within 48 hours. He thought BGIL’s apology and offer of £20 compensation was fair and reasonable in the circumstances.

Mr A had said he also wanted increased compensation to make more of an impact on BGIL, so as to ensure something similar didn’t happen in the future. However, it wasn’t our approach to punish a business, but only to provide compensation for a consumer that we thought to be fair in the circumstances.

Mr A asked for his complaint to be reviewed. So it has been passed to me to issue a decision.

## **What I’ve decided – and why**

I’ve considered all the available evidence and arguments to decide what’s fair and

reasonable in the circumstances of this complaint.

As the investigator said, it isn't our role to fine or punish a business – that is for its regulator, the Financial Conduct Authority (FCA) to consider where it thinks it appropriate. But we will consider what, if any, payment is appropriate for a business to provide to compensate a consumer for what has occurred.

We consider each individual complaint on its own merits. So I don't take account of Mr A's previous complaint against BGIL several years earlier, and the compensation BGIL chose to award him then.

BGIL's failure in this case was down to an unfortunate systems error. When he brought it to BGIL's attention, it apologised and acted quickly to carry out the missed appointment. I note Mr A had to use a further day of his holiday entitlement. But all in all I think BGIL's offer of £20 compensation was fair and reasonable in the circumstances.

### **My final decision**

My decision is that I don't uphold this complaint, and make no order against British Gas Insurance Limited. I simply leave it to Mr A to take up BGIL's earlier offer if he wishes to do so, and if it's still available.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 8 January 2021.

Lennox Towers  
**Ombudsman**