

complaint

Ms A complains regarding British Gas Insurance Limited's handling of her annual service in relation to her home emergency insurance policy.

background

Ms A's policy year ran from 13 December to 12 December each year.

An annual service was arranged for a day in December 2012, just prior to renewal. Due to British Gas' workload it was unable to keep the appointment. British Gas contacted Ms A three days before the scheduled appointment and left a message advising her of the cancellation. The appointment was rearranged for mid-January 2013, which Ms A later changed to early January 2013.

Ms A complained to British Gas as she worked freelance and had to cancel a day's work to attend the cancelled appointment. Ms A said in 2011 British Gas put her service back from October to December. She wanted £300 as compensation for her loss of earnings in 2012.

In recognition of the inconvenience caused, British Gas apologised and sent Ms A a cheque for £50. As Ms A remained unhappy with British Gas' response, she brought her complaint to us.

Our adjudicator was of the opinion that the complaint should not be upheld. She recognised that the annual service had not been carried out within the policy year, but considered that British Gas had acted in line with its policy terms in rearranging the appointment, as it had contacted Ms A to inform her of the cancellation. Our adjudicator considered that British Gas' offer of £50 was fair and reasonable and reflected the inconvenience caused by the appointment not taking place within the policy year and for it being rearranged.

Ms A did not agree with our adjudicator's findings, stating British Gas had also let her down the year before. The complaint was referred to me to review afresh.

my findings

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

Regarding annual services, the policy terms include:

"We will normally complete your Annual Service around twelve months from the date of your last Annual Service. In periods of high demands for our services (such as cold weather), we prioritise breakdowns and may need to rearrange your Annual Service visit."

The terms also state:

"We will meet our responsibilities under your Agreement(s) within a reasonable time unless it is impossible because of circumstances outside our control. If we are unable to meet our responsibilities, we will notify you as soon as possible confirming the reasons why we are unable to meet our responsibilities and provide you with an alternative time when we expect we can satisfy our obligations to you."

While I appreciate Ms A's annual service was not carried out within the policy year, I do not consider the delay in rearranging and completing the annual service in January 2013 to be an unreasonable delay. In addition, I am satisfied British Gas' policy terms allow it to rearrange annual services in order to prioritise breakdowns.

I believe British Gas acted fairly by contacting Ms A to inform her of the cancellation when it did. A message was left at around 12:50pm, three days prior to the original appointment in December 2012, informing Ms A of the cancellation.

Ms A said she lost freelance work because of the cancelled appointment. While I appreciate that Ms A suffered a loss, I consider that British Gas provided adequate notice of the cancellation. I do not share her view that British Gas should compensate her for her loss of earnings as a result.

In the circumstances, I consider British Gas' apology and offer of £50 to be fair and reasonable in response to Ms A's complaint.

my final decision

For the above reasons, my final decision is that I do not uphold this complaint. I make no award against British Gas Insurance Limited, other than to endorse the offer it has already made to pay Ms A £50 as compensation.

Nimish Patel
ombudsman