

complaint

Mr M has complained that British Gas Insurance Limited's representative failed to keep two appointments after he claimed on his home emergency insurance policy. He says this caused him distress and inconvenience and cost him £675.

background

Mr M contacted British Gas when waste pipes at his home blocked and caused problems. British Gas arranged two appointments for one of their representatives to visit, but they didn't turn up on either occasion. In the end Mr M used a plumber he found via the internet to repair the damage and he says it cost him £675.

He complained to British Gas and they paid him £280 in total - £150 in compensation for the poor service and £130 towards the repair. Mr M wasn't happy with this, so he complained to us. Our investigator said British Gas should pay Mr M 50% of the £675 he paid to have the repair carried out in addition to the £150 in compensation for poor service.

British Gas don't agree and think they should only have to pay what it would have cost to have one of their representatives do the repair, which is £130. They have also queried the fact that Mr M can't provide details of the plumber he used.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I've decided to uphold it and award what our investigator suggested.

British Gas seems to accept that Mr M had a valid claim under his policy and that it provided poor service because its representatives didn't turn up. And it accepts it should pay the cost of the repairs. I agree it's surprising that Mr M can't provide details of the plumber he used or proof he paid him £675. But he's provided some evidence to show he borrowed some of the money to pay the plumber in cash and I think his explanation for not getting a receipt and knowing the plumber he used is plausible. That said, I don't think it would be fair for me to make British Gas pay the full £675 without some evidence of what the plumber actually did, but I think it's fair to say the work would have cost at least 50% of what Mr M paid, whoever he got to do it.

Also, British Gas did promise a representative would visit twice to carry out the repair and this didn't happen on either occasion. This would have been inconvenient and distressing for Mr M, as he was without toilet facilities. But I think the £150 British Gas has paid in compensation for this is fair.

This means I think the fair and reasonable outcome to this complaint is for British Gas to pay Mr M £338 (roughly 50% of £675) in total towards the cost of the repair, plus £150 in compensation for distress and inconvenience. It's already paid him the £150, plus £130 for the repair, so it needs to pay him a further £208 towards the repair.

my final decision

For the reasons explained above, I uphold Mr M's complaint and order British Gas Insurance Limited to pay him a further £208.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 28 July 2017.

Robert Short
ombudsman