

## **complaint**

Mr B complains about British Gas Insurance Limited's handling of two claims under his insurance policy.

## **background**

Mr B registered a claim with British Gas because of a problem with his tap. An appointment was arranged for around one week later, originally for an 8am to 1pm timeslot. However, on the day of the scheduled appointment, the time slot was changed to between 9am and 11am.

A plumber arrived at 12.50 pm and, during the attendance, snapped off part of the tap leaving Mr B with no hot water in his kitchen. The engineer then quoted Mr B a price of £184.00 to replace the taps.

British Gas also arranged for an electrician to attend to investigate a problem with Mr B's outside lights. The appointment was originally scheduled for between 8am and 1pm. However, no attendance took place.

Unhappy, Mr B complained to British Gas, who investigated both claims.

In relation to the first attendance, British Gas said Mr B had signed a disclaimer before the plumber began work because his taps were in a poor condition. It said replacement taps are not covered under the terms and conditions of Mr B's policy with it. With regard to the rescheduled attendances, it said it had given feedback to ensure this would not be repeated going forward.

British Gas apologised for the electrician's failure to attend and said it had tried to contact Mr B to let him know the appointment would not be taking place. British Gas asked Mr B to contact it to reschedule an attendance and sent Mr B a cheque for £70 as a gesture of goodwill. I understand that Mr B did not cash this cheque.

As Mr B remained dissatisfied, he brought his complaint to the attention of this service. British Gas then contacted us to offer to pay Mr B an additional £50 compensation and to reimburse him £4.98, which he had paid to repair his tap.

Our adjudicator investigated the complaint and took the view that British Gas' increased offer totalling £124.98 was fair and reasonable in the circumstances. Mr B did not accept our adjudicator's opinion and the complaint has therefore been referred to me.

## **my findings**

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

Looking at Mr B's claim for the tap, British Gas' notes state that the taps were in a poor condition. Mr B disputes this and says that the taps were relatively new. However, even in circumstances where Mr B had signed a disclaimer, I would expect British Gas' engineer to exercise appropriate care in attempting to carry out a repair.

Although the terms and conditions of Mr B's policy with British Gas do not provide cover for replacing taps, it seems that Mr B was able to resolve the problem himself by purchasing a replacement part. British Gas has not offered any explanation as to why its engineer could not have replaced the part for Mr B. I am therefore satisfied that British Gas should reimburse Mr B for the cost of the part and pay Mr B compensation for the inconvenience caused.

When considering the level of compensation which is appropriate, I have also taken into account the difficulties Mr B experienced with the timing of the plumber's attendance as well as the electrician's failure to attend.

British Gas's notes indicate that it tried to contact Mr B at 17.48pm one day to let him know that the electrician would not be attending. I understand that Mr B does not recall this happening but, in any event, the fact remains that the electrician did not attend to the pre-arranged appointment, which will have caused Mr B additional inconvenience.

British Gas has now offered to pay Mr B a total of £124.98 compensation. I understand Mr B does not feel that this is sufficient. However the primary role of the Financial Ombudsman Service is to investigate complaints involving financial loss. Although we also have the power to award compensation for non-financial loss if we consider it appropriate based on all of the circumstances, we have no power to punish or discipline a business through our awards.

Having taken into account all of the circumstances of Mr B's complaint, as well as awards previously made by this service in cases sharing similar features, I do not consider British Gas' offer is unreasonable.

### **my final decision**

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 reimburse Mr B £4.98 and to pay him £120 compensation for the distress and inconvenience caused.

Christopher Tilson  
**ombudsman**