

complaint

Mr T is unhappy about the level of service received from British Gas Insurance Limited under his Kitchen Appliance Cover policy. British Gas failed to attend an appointment to repair an appliance. Mr T had to call several times that day to find out what was happening, incurring costs, and left telephone messages with a manager which were not returned.

Mr T says he lost £200 in earnings that day and does not accept British Gas' offer of £100 compensation.

our initial conclusions

Our adjudicator did not uphold this complaint; he considered £100 was a fair and reasonable settlement in the circumstances. Mr T did not accept our adjudicator's recommendations.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr T and the business have provided. Having done so, I have reached the same conclusion as our adjudicator, for broadly similar reasons.

I understand a broken appointment would be frustrating and that Mr T had to make a number of telephone calls. However, even where mistakes are made, a consumer does not have an automatic right to compensation and any award we do make is not intended to punish the business, as that is not within our remit. We do not have a daily tariff for cases such as this and do not generally recommend compensation at a complainant's hourly or daily rate of pay. In any event, Mr T has not provided any persuasive independent evidence that, but for British Gas not attending this appointment, he lost the sum of £200.

Looking at the matter as a whole, and on the evidence currently available, I consider that the sum of £100 already offered is fair and reasonable in all the circumstances of the complaint and adequately reflects the inconvenience caused.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr T either to accept or reject my decision before 11 April 2014.

Harriet McCarthy

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.