

complaint

Mr A complains about the service he has received from British Gas Insurance Limited.

background

Mr A contacted British Gas in early February 2012 to report that some of his radiators were not working and the boiler was cutting off. An appointment was arranged for two days later, however, British Gas cancelled the appointment on the day. A new appointment was arranged for eight days after that but British Gas also cancelled this appointment. It says that it tried to inform Mr A of this but was unable to do so when it called as there was no answer.

Due to the second failed appointment, Mr A arranged for a friend to carry out the necessary repair at a cost of £200 and made a complaint to British Gas.

Mr A says that:

- an annual service for the policy year 2010 to 2011 was not carried out and says that British Gas has made a "false claim that service was done on 01/12/11".
- the previous service was "not up to the standard", as the engineer only spent 10-15 minutes carrying it out
- the monthly premiums he has been paying are too high
- he took a half day off work to be present for the first missed appointment and a day off for the second; and his children were ill as a result of not having full heating during that time.
- British Gas did not contact him regarding the second missed appointment. As he had not heard anything he contact British Gas two days later. He says he did not call sooner because he was so angry.

In order to resolve his complaint Mr A requested British Gas to refund two years' premiums and reimburse the £200 he paid his friend for the repair.

British Gas did not agree to Mr A's request, but did however offer Mr A £80 in recognition for the distress and inconvenience caused by the failed appointments.

Our adjudicator did not consider that Mr A's premiums should be refunded as she was satisfied that an annual service had been completed in the policy year that Mr A had questioned (ie on 1 December 2010 at the same time as a repair); and that no service was carried out the following year but that British Gas had written to Mr A on three occasions in September and October 2011 to ask him to contact it to arrange the service.

Our adjudicator was also of the opinion that British Gas' premium increases were in line with its rating factors and that Mr A had the opportunity to consider whether or not to renew the policy.

However, she did consider that British Gas should reimburse Mr A for the cost of the repair work he had carried out, if the required repair work would have been covered under the terms and conditions of the policy. British Gas agreed in principle, however, as Mr A was unable to provide a report, invoice or any other details of the repair work which was carried out, it says it is unable to determine if it would have been covered under the terms and conditions of the policy. Because of this it said it was unable to reimburse the costs incurred by Mr A.

In light of this, the adjudicator concluded that British Gas' original offer of £80 in recognition for the failed appointments was fair and reasonable, in the absence of any further evidence from Mr A.

Mr A still wants the costs reimbursed and so, as our adjudicator was unable to resolve the matter, it has 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. Having done so, I am in agreement with the adjudicator for broadly the same reasons.

With regard to the annual services, British Gas' notes record that a service was carried out in December 2010. Mr A says that this is not correct. It is of course difficult for me to be certain but given that British Gas' contemporaneous record show the service as having been done it is difficult for me to be persuaded that it was not done.

Its notes also show that reminder letters to arrange a further service were sent in September and October 2011 and therefore it is also difficult for me to be satisfied that the reason a service was not carried out in 2011 was due to any action or inaction on the part of British Gas.

Turning to the issue of the private repair, the terms and conditions of Mr A's policy with British Gas state:

"Our responsibilities

We will meet our responsibilities under you 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".

"Other Exclusions

Cash alternatives for service, maintenance or repair".

British Gas called – albeit on the same day – to cancel the first appointment. It was agreed that Mr A would call back to rearrange which I understand he did not do until five days later, when another appointment was made for 13 February 2012.

Given that Mr A took five days to contact British Gas to rearrange the first appointment and after the next missed appointment took two days to contact it (albeit he says because he was so angry) it is difficult for me to accept that any effect of not having all the radiators working was entirely attributable to British Gas.

British Gas says that bad weather meant that it had to prioritise calls and whilst this can cause some frustration, it is not unreasonable.

While I appreciate the inconvenience caused to Mr A, I consider British Gas to have acted in line with its policy terms and conditions when rearranging the appointments. British Gas was unable to speak with Mr A when rearranging the second appointment, I however am satisfied that it did attempt to speak with him.

Had the repair work carried out by Mr A's friend been covered under the terms and conditions of the policy, I would be inclined to ask British Gas to reimburse the cost incurred by Mr A. However, as Mr A is unable to provide a report or any further details of the repair work carried out, confirming that the work would have been covered under the terms and conditions of the policy, I am unable to recommend British Gas reimburse the costs he said he incurred. However, if he is able to do so then I would expect British Gas to consider that evidence.

Having taken into account awards previously made by this service in cases having similar features, I consider the £80 offered to Mr A by British Gas in recognition for the distress and inconvenience caused due to the failed appointments to be fair and reasonable in the circumstances.

Finally, with regards to the policy premiums we do not normally interfere with the legitimate exercise of a business' commercial judgement. How they price a policy is a matter of commercial judgement. Mr A has said he thinks the premiums have been too high but there is no evidence, as far as I am aware, that any increases applied to his account were unfair or that they were not the result of legitimate pricing policy. I therefore am unable to make any finding about the premiums charged to Mr A.

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 pay Mr A £80 compensation for the distress and inconvenience caused, which remains open for acceptance.

Harriet McCarthy
ombudsman