

## complaint

Mr D is unhappy with the service he received from British Gas Insurance Limited when he made a claim on his home emergency insurance policy.

## background

In October 2018, Mr D contacted British Gas to arrange a call-out on his HomeCare Three policy – which (amongst other things) provides cover for plumbing and central heating issues. It seems he reported a pool of water in his cellar and two broken taps. British Gas arranged for a plumbing company ('Y') to attend on 29 October 2018. Mr D says the engineer arrived late and couldn't fix the issue with his taps as he needed to order some parts. Unhappy with the service, Mr D called British Gas to complain. It offered him £30 compensation and said it would call him back to reschedule. But when it tried, it couldn't get through.

Mr D called again on 30 October 2018 and the call handler arranged an appointment for 9 November 2018. On that date, Mr D called in and said he'd been expecting a visit from Y about his taps – but they hadn't shown up.

British Gas offered £50 compensation and scheduled an appointment with Y for 8am-1pm on 16 November 2018. But the engineer called Mr D fifteen minutes after the appointment slot to say he was running late. Mr D then cancelled the call-out and his policy and raised a complaint. He said he'd lost out on ten hours of work – costing him £530 in lost earnings. British Gas offered him another £50 compensation on top of the previous £80, i.e. a total of £130.

Mr D didn't accept this and referred the matter to our service. Our investigator initially recommended that British Gas pay him a further £400, covering one day's lost earnings. He said Mr D would always have needed to take time off for the initial appointment and the follow-up. But if the 9 November 2018 appointment had gone ahead, Mr D wouldn't have needed to take a *further* day off. So he thought Mr D should be reimbursed for this.

British Gas disagreed. It said an appointment *had* gone ahead on 9 November 2018 – albeit for a central heating issue. Our investigator listened to the 30 October 2018 call and found that Mr D hadn't mentioned his tap issue. Instead, he'd requested an appointment because a radiator wasn't heating up and a radiator pipe was leaking. British Gas also provided a visit report for that appointment. Taking this into account, our investigator said he could no longer ask British Gas to reimburse Mr D for lost earnings. He thought Mr D would always have needed to be in for a further appointment with Y. And he thought the £130 already offered was enough to compensate Mr D for the confusion and lateness.

Mr D didn't agree. He said he'd wasted a day on 9 November 2018 because British Gas wasn't able to fix a basic kitchen tap. He was also unhappy with the availability of time-slots, mentioning that British Gas didn't offer weekend slots. And he said the investigator had made inaccuracies in his first view – although he didn't specify what these were. As requested, his case has been referred to me for a final decision.

## 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 come to the same conclusion as our investigator – and for largely the same reasons.

Based on what I've seen, I think there's been some confusion about the two concurrent issues Mr D was claiming for: the broken taps; and the broken radiator/pipe. The tap issue falls under the 'plumbing' section of his policy and was dealt with by Y (on British Gas's behalf). The radiator issue falls under the central heating section and was dealt with by a British Gas engineer.

On 29 October 2018, Y attended in relation to Mr D's taps. And going by what he's told us as well as the records from the complaint he raised that day, a follow-up appointment was required. I can also see a call note was added the next day which said 'booked repair'. But as our investigator found, this was for the central heating issue rather than the plumbing issue. I'm satisfied that appointment went ahead as planned, as I've seen a visit report for 9 November 2018 which says "...remade rad vale and vented system".

I know Mr D called on 9 November 2018 and said he'd been expecting a visit from Y. But I'm not convinced one was ever scheduled – nor that British Gas gave him the impression it was. The tap issue wasn't mentioned during the call to book the 9 November 2018 appointment. Ultimately, an engineer from Y would always have needed to attend again following the 29 October 2018 appointment. And a British Gas engineer would always have needed to attend to fix the radiator issue. Given that each issue required a different agent, they needed separate appointments. So I don't think Mr D had to take any additional time off. That means he hasn't lost any earnings due to errors by British Gas.

I do understand Mr D's frustration about the availability of appointments. But the policy only entitles him to a visit 'within a reasonable timescale' – it doesn't offer/guarantee weekend slots. That said, I do consider there to have been some failings by British Gas regarding timescales. It doesn't seem to be in dispute that the appointments on 29 October and 16 November 2018 were both late. And I do think it should have done more to follow-up about the further appointment required with Y. I can't see that any further attempts were made to contact Mr D about this following the unsuccessful call on 29 October 2018.

Having said that, I am mindful that Mr D did cancel the last appointment even though the engineer had called to update him about being late. And Mr D chose to cancel the appointment. I appreciate why he was frustrated. But a consumer's own acts or omissions can affect compensation if they cause or contribute to the problems. If Mr D had a wasted day on 16 November 2018, the proximate cause of this appears to have been his decision to cancel rather than wait just a little while longer for the engineer, who had called to explain the delay.

I've thought about the impact on Mr D of the failings for which British Gas was responsible. I think it would have been frustrating for him to be kept waiting on several occasions, and to chase up British Gas about fixing his taps. But as explained above, I'm not satisfied there was any financial loss (such as lost earnings) as a result of these errors (as opposed to the inevitable and unavoidable disruption caused by the occurrence of home emergencies). British Gas has already offered £130 compensation. I'm satisfied this fairly reflects the distress and inconvenience Mr D has suffered because of its errors – and is in line with awards we've previously made in similar cases. So I won't be awarding anything further.

**my final decision**

My final decision is that British Gas should pay Mr D £130 compensation, if it hasn't already done so. This should be done within 28 days of being notified by us of Mr D's acceptance of my decision, failing which interest will accrue at the simple rate of 8% a year from the date of decision to the date of settlement (less any tax properly deductible).

Mr D should note that if he accepts the decision and offer, that will prevent him from taking legal action over the losses he claims but which I've not awarded. On the other hand, if he doesn't accept, whilst Mr D's legal rights will remain intact, the offer won't be binding – so it'll be strictly a matter for British Gas as to whether or not to honour it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 13 January 2020.

Rachel Loughlin  
**Ombudsman**