

## **complaint**

Mr F's complaint is about the service provided during a claim under his home emergency insurance policy with British Gas Insurance Limited.

## **background**

Mr F contacted British Gas at approximately 10am on 21 January 2018, as he had noticed a leak at his property.

British Gas said that a contractor would be at Mr F's home by 1pm that day. However, it apparently had set the job up on its system as requiring a visit before 6pm.

Mr F's mother phoned British Gas at just before 2pm on 21 January 2018 as the contractor had not arrived. She told British Gas she needed to go shopping and so they needed to be there before 4pm. A contractor arrived at 5.56pm and the leak was repaired.

Mr F is unhappy with the service provided and says the contractor had only been told about the job 30 minutes before he attended; he had to wait in for five hours longer than necessary and submitted an invoice to British Gas for his wasted time, totalling £875. Mr F demanded payment for this and threatened legal action for non-payment.

British Gas accepted that Mr F had been told that a contractor would be there before 1pm and offered £100 compensation. Mr F didn't accept this and referred the complaint to us.

One of our investigators looked into the case. He didn't think it should be upheld as there was no evidence that Mr F was at the property, as it was Mrs F that phoned to chase up the contractor; and there was no proof of any financial loss. He considered British Gas had responded to the claim within a reasonable time and that the £100 already offered was sufficient compensation for not telling him that the contractor would arrive before 1pm.

British Gas accepts the investigator's assessment but Mr F does not.

A summary of Mr F's points in response to the investigator, and in his initial complaint, is set out below:

- the contractor that attended had been "banned from 2 sites"; "he lied" about getting another site a free boiler; and told him he had only been given the job at Mr F's house half an hour before he turned up.
- Mrs F was at another property and acting on his behalf.
- British Gas is not entitled to anything more than the invoice and he is not required by law or contract to provide it with anything further.
- We are also not entitled to anything further by way of evidence that he was at the property but he has provided attached call detail records showing he was using the internal phone system to make calls from the property, which is sufficient to establish he was there.
- As British Gas isn't entitled to anything more than the invoice and as it can't prove he wasn't at home, the invoice still stands.
- It is unfair not to expect to pay for messing him about. It is his policy to pursue all such matters through the courts and he's never lost yet.
- British Gas should meet him half way, or they will end up in court.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

My remit is to consider individual complaints about financial services. This means that I can consider the handling of Mr F's insurance claim. If I determine that British Gas did something wrong, I can make an award of compensation for financial loss and/or for any distress and inconvenience suffered as a direct result.

Mr F was given incorrect information about the time that a contractor would attend and it appears didn't allocate the job to a contractor until later in the day. However, the contractor came out the same day and the leak was repaired within eight hours of it being reported. Mr F also mentioned that the contractor had been banned from two previous sites and lied about work done at another site. I have no further information about this but it doesn't appear to have affected Mr F's claim and his complaint is about the time spent waiting for the contractor to arrive.

It can be frustrating having to wait in for contractors but, even if I accepted Mr F had been waiting in and not his mother – which is difficult, given that Mrs F referred to waiting in and needing to go shopping when she phoned – I do not consider that this was unreasonable overall. Mr F has made the point that he has issued an invoice that is not open to debate; the fact he has issued an invoice means that is now due for payment. But essentially, he is asking for compensation for wasted time. But, even if I were to accept that Mr F was at the property, he would have been able to make use of his time, as evidenced by the fact he was able to make phone calls during that time.

Sometimes things go wrong but that does not always mean that financial compensation is warranted. Sometimes I consider an acknowledgement of failure and/or an apology to be sufficient. British Gas has said sorry and already offered £100. I do not consider it needs to increase this, as I am not persuaded that there was inconvenience or distress caused to Mr F (even if he were at the property) that would warrant a higher award.

I'm also not persuaded that there was any financial loss as a direct result of this. Mr F has not substantiated that he has incurred a financial loss or loss of earnings on the day of the appointment.

## **my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 19 April 2018.

Harriet McCarthy  
**ombudsman**