

complaint

Mr D complains about the delays caused by British Gas Insurance Limited during two separate claims made under his home emergency insurance policy.

our initial conclusions

The adjudicator recommended that the complaint be upheld in part. He considered that the compensation of £30 for a missed attendance on the first claim and £150 compensation for upset and inconvenience experienced during the second claim was fair and reasonable. However, the adjudicator was also satisfied that Mr D had experienced financial loss arising from the handling of the second claim for repairs to his washing machine, and recommended that British Gas pay an additional £120 towards that loss.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr D and the business have provided. I understand that British Gas has accepted that there were unnecessary delays during both claims, relating to cancelled appointments, delays in arranging for the manufacturer of the washing machine to attend, and authorisation for parts. British Gas has paid £180 compensation in recognition of the upset and inconvenience caused to Mr D during both claims, and I consider this to be fair and reasonable.

However, Mr D has said he had to use a launderette for the 5 weeks that he was without a washing machine, while waiting for British Gas to finalise repairs. Mr D has said that he spent approximately £150 in a coin fed launderette but is unable to provide evidence of this. Given that he has 3 children (in addition to the 2 adults in the family), I do not consider this to be an unreasonable or unlikely amount to have spent over 5 weeks. Had the delays not occurred it is reasonable to consider that the number of visits would have been proportionately fewer. I consider an award of £120 for financial loss arising from British Gas' handling of the claim is not unreasonable under the circumstances. For the reasons above, I require British Gas Insurance Limited to pay Mr D a further £120 for the costs incurred while awaiting repair of his washing machine.

It is therefore my final decision that I uphold this complaint in part and require British Gas Insurance Ltd to pay Mr D £120, in addition to the £180 compensation already paid.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr D either to accept or reject my decision before 4 November 2014.

Helen Moye

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.