

complaint

Mrs A complains that British Gas Insurance Limited failed to attend two scheduled appointments.

background

Mrs A holds a HomeCare policy, underwritten by British Gas Insurance Limited, which runs from 11 April to 10 April each year.

An engineer appointment was arranged for late January 2013, between 8am and 6pm, as Mrs A had a fault with her heating. As the engineer had not arrived by 5:30pm she contacted British Gas to get an update. Mrs A was advised that the engineer would no longer be able to attend the agreed appointment due to British Gas' work load. As Mrs A was unhappy with this an engineer appointment was arranged for later that day. Initially Mrs A was told they would be there before 8pm and later this was changed to 10pm. The engineer attended and resolved the issue.

During this visit Mrs A enquired about having a new boiler installed, therefore a sales visit was arranged for early February 2013. Mrs A has said that the engineer said that he would return at the same time to complete the annual service that was due. However, British Gas' records do not display any record of an annual service being arranged.

British Gas failed to attend on the scheduled date, Mrs A therefore complained and asked British Gas to pay her two days' loss of earnings, as well as a refund of the cost of the annual service for the boiler and gas fire.

British Gas sent Mrs A a cheque for £70 in recognition for the poor communication she had received and for the broken appointments.

Since our involvement, British Gas offered Mrs A an additional £96, being the annual premium for the central heating and gas appliance cover, due to it failing to carry out an annual service within the policy year. It however, declined to pay Mrs A for her loss of earnings or further compensation.

Our adjudicator endorsed British Gas' offer of an additional £96, as she considered a total amount of redress of £166 to be fair and reasonable in the circumstances.

She also considered that the visit which was arranged for February 2013 did not fall within our jurisdiction, as it related to a new boiler installation and not a visit arranged under her insurance policy.

Mrs A remained unhappy. At the very least she wants total compensation of £236 – she says that British Gas has agreed that £70 per missed appointment is appropriate and therefore this should also be paid for the February 2013 visit.

As our adjudicator was unable to resolve the matter, the complaint has therefore been referred to me for a final determination.

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 conclusions reached by our adjudicator, for broadly the same reasons.

The policy terms and conditions state:

“Our responsibilities

We will meet our responsibilities under your 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”.

Whilst I appreciate that British Gas’ failure to attend at Mrs A’s property during the agreed time slot in January 2013 would have caused her inconvenience and been frustrating, I consider that British Gas’ actions in arranging an appointment for later that day to be reasonable. In addition, British Gas had acted in line with its policy terms and conditions, as it is able to rearrange appointments based on its workload. Because of this, I cannot reasonably instruct British Gas to consider Mrs A’s loss of earnings, taking into account that the appointment was completed on the arranged date, albeit not during the agreed time.

There is no independent evidence that a service was arranged for February 2013. However, I note Mrs A’s testimony that the engineer said he would also attend the sales appointment. I intend to give Mrs A the benefit of any doubt about this. However, even if this issue is within our jurisdiction, I am not persuaded that further compensation would be warranted.

Mrs A has suggested that there is effectively a tariff to be paid for each and every missed appointment. We do not consider this an appropriate way to assess the compensation that would be appropriate for issues such as this. Instead we normally take account of all the circumstances and consider a global amount that would be appropriate to reflect the actual distress and inconvenience caused to a consumer.

Having taken account of all the circumstances of this case, I consider that British Gas’ offer to refund Mrs A’s insurance premiums for the whole year, to the value of £96, together with the £70 already paid is appropriate to reflect the inconvenience caused by two missed appointments and the annual service not being carried out within the policy year.

my final decision

For the reasons set out above, my final decision is that I endorse British Gas Insurance Limited’s offer to pay Mrs A £96. This is in addition to the £70 it has already sent Mrs A.

I make no further award against British Gas Insurance Limited.

Harriet McCarthy
ombudsman