

complaint

Mr L is unhappy with the service provided by British Gas Insurance Limited after he made a claim for his faulty gas fire.

background

British Gas attended Mr L's home in early 2012 and carried out a service on his boiler and gas fire. However, approximately two weeks later Mr L advised that the gas fire was not working. A repair was carried out, however the fire failed again shortly after the engineer had left. Another attendance was arranged for the following day, however this attendance was cancelled due to the engineer attending to priority emergency work.

A further appointment was made, however on that particular day the engineer was running late. Mr L therefore advised British Gas that he would call again once he had returned from his holiday.

Mr L contacted British Gas again six weeks later to complain about the service provided, and another appointment was made for an engineer to attend and repair the gas fire. During this attendance, the engineer advised that a new part would need to be ordered. This was done, and a repair to the fire was successfully carried out two days after.

In recognition of the distress and inconvenience caused, British Gas offered Mr L £50. Mr L was unhappy with the offer made, and British Gas therefore increased it to £70. Mr L was still unhappy with this offer, and believed that £500 would be a more suitable amount for the inconvenience caused to him.

Our adjudicator accepted that there had been problems with the service provided by British Gas but did not consider that the £70 offered was unfair or unreasonable and therefore did not recommend that it be increased any further.

Mr L does not accept the adjudicator's opinion. He has asked for a breakdown as to how the sum of £70 was arrived at and stresses that in all there were four visits to fix his fire (the second of which was a waste of his time) and two cancelled appointments. He essentially says that he wasted three, six hour days waiting in for British Gas and wants compensation in line with what British Gas charges its customers per hour.

As a result of the ongoing dispute, the matter has been referred to me.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable under the circumstances of this complaint.

Having considered everything, I believe the offer made to be fair and reasonable. I will explain why.

There were two occasions where an engineer did not turn up at the agreed time: on the first occasion the appointment was cancelled by British Gas, and on the second occasion the engineer was running late and was not going to be able to get there before Mr L and his wife left for work at 3pm.

During the winter months, an engineer will sometimes need to prioritise the emergencies that they attend to. Whilst I appreciate that this would have caused inconvenience to Mr L, it is understandable that this may happen on occasion. And given that Mr L did not contact British Gas about it again until four weeks after he returned from holiday, it would appear that not being able to use the fire was not an emergency.

Mr L says that the second attendance regarding the fire was also a waste of his time (and therefore the suggestion is that this should be factored into any calculation of appropriate compensation). I understand that a repair was carried out during that attendance, albeit it did not last long. However, as far as I am aware, there is no independent, convincing evidence that this repair was incorrect or that the engineer should have taken any different action on that day.

Once Mr L had contacted British Gas again, arrangements were made for his gas fire to be repaired and I believe that this was carried out within a reasonable amount of time.

I accept that there will have been some inconvenience to Mr L as a result of the two missed appointments. However, I am not persuaded that the compensation already offered by British Gas should be increased.

There is no automatic right to compensation in the event of errors or maladministration on the part of insurers or their contractors and any awards we do make are generally modest. We do not seek to punish an insurer through our awards as we are not the regulator. Rather awards are intended to reflect the actual distress and inconvenience caused to a consumer as a result of any error. There is no formula for doing so, such as a daily/hourly tariff. Rather we take into account all the circumstances of the case as well as awards made in cases involving similar circumstances.

The £70 already offered by British Gas is in line with other awards made in similar circumstances and having taken account of all the circumstances of this case I consider it to be fair and reasonable.

my final decision

For the reasons set out above, I do not uphold the complaint. I do however, endorse the offer already made by British Gas Insurance Limited, which remains open for acceptance.

Harriet McCarthy
ombudsman