

## **complaint**

Mr S complains that British Gas Insurance Limited gave him poor service under a landlord's insurance policy.

## **background**

Mr S owns properties which he lets to tenants. He has British Gas insurance which covers electrical issues. He called for help with some sockets in one of the properties. He complained that British Gas took too long to respond and fix the problem. In its final response letter British Gas said it was sending Mr S a cheque for £100.

Our investigator recommended that the complaint should be upheld in part. He thought that British Gas could've sorted out the problem much more quickly. So he recommended that British Gas should pay an additional £100 in recognition of the trouble and upset caused by the delays.

British Gas agrees with the investigator's opinion.

Mr S disagrees. He says, in summary, that £300 would be fair.

## **my findings**

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

British Gas Insurance Limited is the insurer responsible for meeting claims under the policy. So where I refer to British Gas I refer to that insurance company and not to any company with a similar name.

From its file I see that it took British Gas from 5 February to 21 March to fix the electrical problem. That's longer than I would expect. And British Gas missed or re-scheduled appointments three or four times. So I think much of the delay was due to the unavailability of its senior electricians.

In the meantime, Mr S's tenants were without electrical sockets.

He says they withheld rent. But Mr S hasn't provided copies of any tenancy agreement to show what rent was due when. And he hasn't provided copies of his bank statements or any correspondence to show that some rent wasn't paid.

So I can't say that the tenants withheld rent – or that they were entitled to do that. Therefore I can't say that British Gas caused any loss of rent.

Mr S has recently sent us a receipt for about £67. But I can't see what that was for. So I don't think it would be fair to order British Gas to reimburse it.

I don't think British Gas' payment of £100 fully reflected the inconvenience that it had caused Mr S. Overall I agree with the investigator that a further £100 is fair and reasonable.

**my final decision**

For the reasons I've explained, my final decision is that I uphold this complaint in part. I order British Gas Insurance Limited to pay Mr S – in addition to the £100 it has already paid him – a further £100 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 7 August 2017.

Christopher Gilbert  
**ombudsman**