

## **complaint**

Mr S complains about the service he received from British Gas Insurance Limited under his home emergency insurance policy.

## **background**

British Gas attended Mr S's property three times between 3 and 8 February. The first engineer misdiagnosed the fault and wrongly said the boiler was beyond economic repair.

The property was without heating and hot water for five days before the fault was repaired.

British Gas accepted the service Mr S had received wasn't satisfactory. And it offered him £130 compensation.

Mr S was unhappy with British Gas' response to his complaint. So, he complained to this service.

Our adjudicator thought Mr S's complaint shouldn't be upheld.

Mr S disagreed with the adjudicator's conclusions, so the matter's been referred to me to make a final decision.

## **my findings**

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

I've decided not to uphold Mr S's complaint and I'll explain why.

Mr S says the first engineer simply said the boiler was beyond repair. He says the second engineer left before the tenants even opened the door. And he says after the third engineer repaired the boiler, it broke down again a few days later, resulting in two further attendances by British Gas.

Mr S also says he's paid his tenants £300 compensation for their distress and inconvenience. And his agents had to make eight visits to the property, costing him £336.

British Gas says it apologises that the first engineer provided a wrong diagnosis which resulted in a number of days without heating and hot water. It says the second engineer attended on 5 February, but the tenants weren't at home. And the engineer had to go to his next appointment.

British Gas didn't give satisfactory service to Mr S. But it's acknowledged its failings and offered him £130 for his trouble and upset.

I accept Mr S has spent a significant sum of money in compensation for his tenant and in agent's fees and I have sympathy for him. But his policy doesn't provide for British Gas to take responsibility for matters relating to tenants. It's an insurance product which is the same for all consumers.

So, whilst I can take into account the inconvenience the lack of heating and hot water caused and the further inconvenience caused by the misdiagnosis and by the number of visits British Gas made to the property. I can't take into account payments made to tenants or agents as a result of what happened.

I think the compensation offered by British Gas fairly reflects the trouble and upset Mr S experienced. And I don't think it would be reasonable for me to ask it to pay him any more compensation, in the circumstances.

**my final decision**

I don't uphold Mr S's complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 16 May 2016.

Robert Collinson  
**ombudsman**