

## **complaint**

Mr M has complained about British Gas Insurance Limited. He isn't happy about the way it dealt with a claim under his home emergency policy.

## **background**

I considered this complaint and outlined the background to the case and my thoughts in my provisional decision as follows;

*Mr M's boiler wasn't working properly and he asked British Gas to attend. It missed the initial appointment and when its engineer did attend the property a few days later they refused to look into the problem. This was because there wasn't sufficient money on the gas metre to work on the boiler.*

*Mr M felt that the £3 that was on the metre should've been enough to undertake the checks. Mr M said he offered to go and top up the metre so that the work could be undertaken but the engineer said they couldn't wait.*

*When Mr M complained to British Gas there was a breakdown in communication between both sides which led to a delay for a few weeks before a follow up appointment was made. British Gas acknowledged its delays and offered £50 compensation. But Mr M didn't think that its offer covered all the inconvenience caused. The property was without heating in winter for a few weeks and so he complained to this service.*

*Our investigator looked into things for him. She acknowledged that things were delayed and thought that both sides contributed to the breakdown in communication which led to the delay in arranging the follow up repair. So she felt that British Gas's offer of £50 compensation was fair.*

*As Mr M didn't agree the matter has been passed to me for review.*

## **my provisional findings**

*I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so I'm currently minded to uphold this complaint. I'll explain why.*

*I've listened to a number of calls between British Gas, the consumer and the attending engineer. I can understand why Mr M was frustrated that the engineer wouldn't work on the boiler.*

*But it is clear that the gas metre had gone into the emergency supply and I'm sure the engineer needed to be sure that there was sufficient gas available to undertake the necessary checks and repairs. I can understand that this must have been frustrating for Mr M, especially as the engineer wouldn't wait while he topped the metre up. But I don't think the engineer was acting unreasonably by saying that he needed sufficient money in the gas metre to undertake his checks or by moving onto his next appointment rather than hanging around waiting for the metre to be topped up.*

*But it was clear when Mr M called to complain about this that he was still without heating and hot water. British Gas looked to make an appointment a week later and misunderstood what*

*Mr M was saying. Having listened to the call it is clear that British Gas just focussed on his complaint as opposed to trying to help Mr M and get someone out to repair his boiler. Although Mr M clearly wanted to complain he still wanted his boiler fixed. As it was the middle of winter I don't think it was unreasonable for Mr M to expect this to be followed up.*

*In fact it wasn't followed up until he complained again a few weeks later. Although I accept he could've done more to find out what was happening it was clear his position hadn't changed. He still didn't have heating and hot water and British Gas should've arranged a follow up appointment. And not left it for Mr M to advance things himself and leave the property without heating and hot water for a few weeks.*

*I don't think that £50 compensation covers all of this, especially when British Gas had already missed an appointment. So I think that the fair thing to do is to lift the compensation from £50 to £150. It must've been stressful for Mr M to be left in this position and had to rearrange things when he believed, understandably, that things were in hand and British Gas would simply re-attend.*

*Finally, I've seen some photographs of damp that Mr M says was caused at his property. And although I accept British Gas should've rearranged a follow appointment quicker I don't think it can be held responsible for this as this level of damp is unlikely to have been caused in a few weeks period.*

## **replies**

British Gas responded to say that it felt that it that the offer it had already made was reasonable and Mr M didn't provide any further comment.

## **my final decision**

As both sides haven't provided any fresh evidence or comment I don't propose to go over the detail again here.

As I haven't been presented with any further representations that would change my view I remain of the opinion that this complaint should be upheld and that Mr M should be awarded £150 compensation, as opposed to £50.

## **my final decision**

It follows, for the reasons given above, that I uphold this complaint. I require British Gas Insurance Limited to pay Mr M £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 7 December 2019.

Colin Keegan  
**ombudsman**