

complaint

Mr M complains that British Gas Insurance Limited gave him poor service under a home care insurance policy.

background

Mr M had British Gas insurance which included an annual service of his central heating boiler. He complained that British Gas delayed the service for well over a year.

Our adjudicator didn't recommend that the complaint should be upheld. She thought that British Gas had dealt with Mr M's complaint fairly. She said it had made an offer that was more than what she could've recommended in the circumstances.

Mr M disagreed with the adjudicator's opinion. He asks for an ombudsman to review his complaint. He says, in summary, that British Gas hasn't given him the service he paid for. And it left him anxious about what might've happened to his boiler.

my findings

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

The Financial Ombudsman Service deals with complaints against insurance companies and other regulated financial businesses. Where I refer to British Gas I refer to the insurance company by that name and not to any other company with a similar name.

Mr M's policy ran from 10 January each year. The price he paid included an annual service visit.

British Gas did a service in October 2016.

But British Gas cancelled - at short notice - a service it had arranged for November 2017. After Mr M complained, British Gas offered him a service on 15 December 2017. But that wasn't convenient for him. So British Gas didn't do a service on Mr M's boiler in the policy year that expired on 9 January 2018.

It did the service in February 2018. So in the end about 16 months went by between services.

I can understand that Mr M felt that he wasn't getting what he'd paid for. He wasn't getting peace of mind that his boiler had been taken care of. On the contrary, he was left worrying what might happen to it.

And I don't condone businesses breaking promises.

But it's not the role of the Financial Ombudsman Service to punish businesses or to award compensation at a level that deters repetition of poor service. Rather we look at whether the business has caused the consumer a financial loss or any distress and inconvenience.

In its final response, British Gas said it was sending Mr M a cheque for the following:

for its cost of a service	£65.00
for compensation	£110.00
total	£175.00

I accept that – by some shortcomings in its service - British Gas caused Mr M some distress and inconvenience. I've thought about what I would've found fair and reasonable if British Gas hadn't made the offer of £175.00. And I've concluded that I would've awarded less than £175.00.

So I find that the business did wrong - but that it did enough to put that right. I don't find it fair and reasonable to order British Gas to do any more than it has already done in response to Mr M's complaint.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 4 June 2018.

Christopher Gilbert
ombudsman