

complaint

Mr S has complained that British Gas Insurance Limited told him his HomeCare policy had been cancelled and so he had to pay for a private engineer to fix his boiler.

background

Mr S had a problem with his boiler and called British Gas to request an engineer attend. British Gas told him that his policy appeared to have been cancelled. A short time later, British Gas realised that Mr S' policy was still in place but as it was making some changes to its computer system, it had been overlooked. Mr S' tenant had to pay for a private engineer to attend in the meantime, which he says cost £50.

British Gas offered Mr S £50 compensation for the inconvenience caused and said it would also reimburse the £50 charge from the private engineer if he could provide a receipt. Mr S said he didn't have a receipt but that his tenant had paid and deducted £50 from his rent. He provided a letter from his tenant confirming this.

Our adjudicator was of the opinion that British Gas's offer was fair. She also thought it was reasonable for British Gas to request a receipt from the private engineer before reimbursing the cost. She didn't think the letter from the tenant was sufficient proof of this. Mr S disagreed with our adjudicator and so the complaint has been passed to me.

my findings

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

I can appreciate that Mr S would have suffered some inconvenience by being told the policy he thought he had in place had been cancelled and having to arrange for a private engineer to attend. However, I am satisfied that £50 appropriately compensates him for this.

I also consider British Gas's request for a receipt from the private engineer to be reasonable. While I understand that Mr S may not have received one, it would be unfair for me to ask British Gas to pay for work that isn't documented. Mr S says that as British Gas clearly breached the terms of his contract, it is legally responsible for any loss he has suffered as a result. That is not disputed, but he still needs to evidence that loss with suitable proof and I don't think the letter from his tenant is enough.

my final decision

For the reasons set out above, I do not uphold this complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr S to accept or reject my decision before 13 April 2015.

Harriet McCarthy
ombudsman