

complaint

Mr U complains that British Gas Insurance Limited mishandled his claim on his Home Care policy.

background

Mr U contacted British Gas when he suffered an electrical fault in one of his properties in the run-up to Christmas. Over the next four weeks, British Gas cancelled or missed about ten appointments. Mr U says he then got someone else to fix the fault.

The adjudicator did not recommend that the complaint should be upheld. He concluded that - by offering to consider the repair cost and providing £300 compensation - the business' response to the complaint was consistent with what this service would recommend.

Mr U disagrees with the adjudicator's opinion. He says, in summary, that British Gas proved itself unable to deliver the service it had promised. It wasted his time and it caused him stress, he says.

my findings

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

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I accept that Mr U had been paying for cover from British Gas for some years. And I find that – when he asked for help in late 2013 - British Gas failed to deliver a service of a reasonable standard. It cancelled appointments and it missed appointments – leaving Mr U waiting in vain for many hours when he could have been at work or on holiday.

I do not doubt that this was annoying.

But under the rules by which we are bound, I can only consider the position of the policyholder, Mr U, personally and not that of third parties such as tenants. I do not consider that Mr U has provided sufficient details of the extent to which he personally relied on using the bathroom in which the electrical fault had occurred.

I do not conclude that it would be fair and reasonable to order British Gas to refund premiums for 2013 or previous years.

In its final response letter, British Gas offered to pay for the repair if Mr U provided an invoice (which he has not). And it increased its offer of compensation to £300.

I am satisfied that this is in line with what I might otherwise have ordered as fair and reasonable. I do not conclude that it would be fair and reasonable to order British Gas to do any more.

my final decision

For the reasons I have explained, my final decision is that I do not uphold this complaint. I make no award against British Gas Insurance Limited.

Christopher Gilbert
ombudsman