

## **complaint**

Mr R complains that British Gas Insurance Limited missed two appointments when dealing with a claim under his home emergency insurance policy.

## **background**

Mr R's boiler broke down one morning. He booked a same-day appointment, which was supposed to take place before 1pm. When an engineer didn't turn up Mr R contacted British Gas, who said it had no record of the booking.

An appointment was arranged for the following day instead. However, British Gas phoned Mr R at around lunchtime to say an engineer wouldn't be able to attend on that day either.

Mr R arranged another appointment for a few days later, and the problem with his boiler was resolved. Mr R complained to British Gas about the two missed appointments, saying he had spent hours waiting for an engineer and had missed a trip out with his children.

British Gas apologised to Mr R for the inconvenience and explained it prioritises emergencies and vulnerable consumers, which can impact on other appointments. British Gas offered Mr R £50 compensation but Mr R didn't accept the offer and brought his complaint to this service.

Our adjudicator looked into things and recommended that British Gas should increase its offer to £100 compensation. British Gas accepted this, but Mr R didn't. So the complaint has been passed to me to decide.

## **my findings**

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

It's clear British Gas made mistakes here. And British Gas has apologised for this. I understand Mr R wants a total of £320 compensation. But, I need to decide what I think is fair and reasonable compensation for the impact British Gas's mistakes had on Mr R.

There's no doubt British Gas's failure to attend on two occasions caused Mr R inconvenience – and being left waiting and let down two days in a row affected Mr R's plans for the entire weekend. I've also taken into account the fact that Mr R was without heating and hot water and if British Gas had attended when they should have, it might have been possible for the problem with his boiler to be fixed sooner than it was.

It's difficult to put a value on the trouble Mr R was put to. We need to be fair to both parties, and the role of this service isn't to fine or regulate businesses. When considering compensation levels, we think about what has happened in the individual case, as well as our published guidance on the payment of compensation and awards made in other cases sharing similar features.

Having done so, I think an award of compensation at the lower end of what we call the 'moderate' category is appropriate.

So, I think the £100 compensation which British Gas has now offered is fair and reasonable in the circumstances.

**my final decision**

My final decision is that I uphold Mr R's complaint.

British Gas Insurance Limited must pay Mr R £100 compensation for the inconvenience he suffered. This includes the £50 compensation which British Gas Insurance Limited previously offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 15 February 2019.

Leah Nagle  
**ombudsman**