

## **complaint**

Mrs and Mr M complain about the service they received from British Gas Insurance Limited under their home emergency insurance policy.

## **background**

Mrs and Mr M called British Gas due to an issue with their gas hob.

Mrs and Mr M complained to British Gas about the service they'd received in response to their claim.

British Gas offered to pay £226.33 towards the cost of the new cooker Mrs and Mr M had bought. And to pay them £250 compensation for the poor service they'd received.

Mrs and Mr M felt British Gas should pay the full cost of their replacement cooker. And it should pay them at least £500 compensation. So, they complained to this service.

Our adjudicator thought Mrs and Mr M's complaint shouldn't be upheld.

Mrs and Mr M disagreed with the adjudicator's conclusions. So, the matter's been referred to me to make a final decision.

## **my findings**

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

I've decided not to uphold Mrs and Mr M's complaint and I'll explain why.

Mrs and Mr M say their cooker was in perfect working order when British Gas attended. They say it only needed new plastic knobs. But they say because of British Gas' actions they were forced to buy a new appliance in a rush at a cost of £1,000.

Mrs and Mr M also say the compensation should reflect their lost time at work, which they say they modestly estimate at £500.

British Gas says its records show when Mrs and Mr M contacted it, they reported faults with the control knobs and that one of the burners wasn't working. It says its engineer cleaned the burners and the hob worked. It says a gas leak occurred after this and it was confirmed that this was due to the controls on the hob.

British Gas also says it wasn't possible to repair the hob, due to obsolete parts.

The parties have given very different explanations about why the cooker needed replacing. In the circumstances I don't have enough information to conclude it most likely needed replacing because of the actions of British Gas. Mrs and Mr M's policy says if an appliance is beyond repair, or not economical to repair, and it's over three years old, British Gas will pay 30% of the price of an appliance of a similar make and purpose. I note Mrs and Mr M in fact paid £1,000 for their new cooker. But I'm satisfied the contribution offered by British Gas complies with the terms of Mrs and Mr M's policy.

The service Mrs and Mr M received wasn't acceptable. But British Gas has acknowledged this and it's offered them £250 compensation. I note Mrs and Mr M say the compensation should be at least £500, to reflect the time they had to take off work. But this service takes an overall view of the trouble and upset caused by a particular situation. It doesn't make awards specifically based on lost earnings. And from the information I've seen, I'm satisfied the £250 compensation offered by British Gas fairly reflects the trouble and upset its poor service caused to Mrs and Mr M.

So, for these reasons, I can't uphold their complaint.

**my final decision**

I don't uphold Mrs and Mr M's complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs and Mr M to accept or reject my decision before 24 October 2016.

Robert Collinson  
**ombudsman**