

## **complaint**

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

## **background**

The Financial Ombudsman Service deals with complaints about insurance companies and other regulated financial firms. Where I refer to the insurer or British Gas I refer to the insurance company by that name – and I include its engineers and others for whose actions I hold that company responsible.

Mr M complained about delays and cancelled appointments last winter. British Gas paid him £170.00 but he complained that it wasn't enough.

Our investigator recommended that the complaint should be upheld. She thought that £170.00 wasn't enough to recognise the impact of the broken appointments. She recommended that British Gas should pay Mr M £280.00.

British Gas disagreed with the investigator's opinion. It asked for an ombudsman to review the complaint. It says, in summary, that – in addition to the £170.00 already paid – it offers £30.00 for the failed appointment for 13 November 2017, a total of £200.00.

Mr M didn't agree that the offer of £200.00 or the investigator's recommendation of £280.00 was enough.

## **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 accept Mr M's statement that a relative in her nineties was staying with him during November 2017. And unfortunately he had a problem with his central heating.

He had to wait for an appointment for the afternoon of 13 November. From its file note, I accept that British Gas rang that afternoon to try to re-schedule the appointment – but found the line engaged.

But I'm not satisfied that British Gas communicated with Mr M properly in the circumstances. I think it fixed a new date of 20 November without discussion with Mr M. From its records, I see that British Gas attended on 21 November.

Mr M made another appointment for 8 December. But British Gas re-arranged that. From an invoice dated that day, I see that Mr M got someone else to attend to his system – at a cost of £80.00. From the invoice I find it likely that British Gas would've covered the repair if it had attended. So I find it fair and reasonable that the insurer reimbursed Mr M that £80.00 as part of its payment in January.

From its records, I see that British Gas attended a couple of times in mid-December.

Later it arranged an appointment for 9 January but British Gas changed it at short notice.

I think that the delays, cancellations and shortcomings in communication fell below a reasonable standard of service. I don't doubt that they caused Mr M inconvenience and distress, including concern for his family. Overall I find £200.00 fair and reasonable compensation for this.

The £80.00 plus the £200.00 is a total of £280.00. So - in addition to the £170.00 it has paid - I will order British Gas to pay Mr M an additional £110.00 for distress and inconvenience.

**my final decision**

For the reasons I've explained, my final decision is that I uphold this complaint. I order British Gas Insurance Limited to pay Mr M - in addition to the £170.00 it has paid - an additional £110.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 28 December 2018.

Christopher Gilbert  
**ombudsman**