

complaint

Mr and Mrs A's complaint arise from the service provided by British Gas Insurance Limited under their home emergency insurance cover.

background

Mr and Mrs A hold policies with British Gas in respect of two properties both of which are rented out. They had arranged appointments with British Gas at both properties on the same day but British Gas failed to attend.

British Gas says that its engineer was unable to park and had to abandon the appointments.

Mr and Mrs A did not accept this. They say they had allocated parking specifically for the engineer and in any case, the engineer could and should have phoned them if there was any problem on the day. Mr and Mrs A suggest that instead the engineer was running late or for some other reason simply did not attend. They are unhappy with the inconvenience this caused them, and their tenants. Mrs A had to take a day off work to attend and asked British Gas to provide the policies free for a year, or to compensate for seven wasted hours for them and their tenants at minimum wage level (ie at least £150).

British Gas apologised and offered £70 compensation for the inconvenience caused. One of our adjudicators looked into the case. He thought that the compensation should be increased to £120, given that Mr and Mrs A had to make rearrangements with both tenants and attend the properties again on another day.

Neither British Gas, nor Mr and Mrs A accept the compensation the adjudicator proposed.

Mrs A says that her hourly rate of pay is £300 and so the amount proposed by the adjudicator does not properly reflect the trouble she was put to. Mr and Mrs A are adamant that the engineer simply didn't turn up and British Gas shouldn't be able to get away with "operating a shoddy appointment system that gives the engineers ability to simply not turn up for work", causing inconvenience and detriment to consumers. British Gas should be able to make use of modern tracking technology to know where its engineers are throughout the day.

British Gas suggested £80 would be fairer, which would be £40 per missed appointment.

As the adjudicator was unable to resolve the complaint, it has been referred to me.

my findings

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

British Gas accepts that it didn't attend and its engineer should have contacted Mr and Mrs A at the time. Mr and Mrs A say he simply didn't turn up. I can't say for certain what happened on the day but I share Mr and Mrs A's concern as to why they were not contacted at all. However, I have no power to require British Gas to change its appointment system or to punish it for any wrongdoing or mistakes.

My power is limited to making an award that I consider fairly and reasonably compensates for the effect of any such mistake on Mr and Mrs A. Often an apology will be sufficient but I agree in this case that a financial award is appropriate. Mrs A was put to some inconvenience in waiting for the engineer at the pre-arranged time. She has referred to her pay rate but I've not seen any convincing evidence of any direct loss of earnings. Mr and Mrs A then had to rearrange the appointments with their tenants and British Gas for another day.

I consider that the £120 suggested by the adjudicator is appropriate to reflect the inconvenience this caused and is in line with awards we have made in other cases for similar instances.

my final decision

I uphold this complaint against British Gas Insurance Limited and require it to pay Mr and Mrs A the sum of £120 compensation for the distress and inconvenience caused by its failure to attend the pre-arranged appointments referred to above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs A to accept or reject my decision before 26 February 2018.

Harriet McCarthy
ombudsman