

complaint

Mr S has complained about the way British Gas Insurance Limited dealt with a claim he made about his broken cooker.

background

Mr S made a claim to British Gas that the cooker in a property he was renting out to tenants was broken. An engineer visited his property and said he would order new parts to repair the cooker. The parts didn't arrive for a few weeks and when the engineer arrived to fix the cooker, he didn't have the correct parts with him.

The parts were reordered and another appointment was to be arranged. Two weeks later, Mr S complained to British Gas that the cooker was yet to be fixed. By that time, almost two months had passed from when the cooker was considered by an engineer to have been unsafe to use. British Gas said it would have to visit Mr S's property again to ensure the correct parts were going to be ordered. Mr S bought a new cooker two days later and asked British Gas to reimburse him.

British Gas agreed the claim hadn't been handled properly and that it caused a number of delays. It agreed to pay the full cost of the new cooker. It also made a payment of £275 to Mr S for the trouble it caused him. After the complaint came to us, British Gas also agreed to pay £80 for the costs of the installation of the cooker. It initially refused to pay this because it said it's not covered under the policy.

Our adjudicator was happy with the offers British Gas made. Mr S didn't agree. He said his tenant was without a cooker for almost two months. The tenant didn't pay the rent in full and also reported Mr S to the local council. Mr S said he lost £600 as a result of the rent reduction and wants British Gas to pay this.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having, done so I think this complaint should be partly upheld but only to confirm the offers British Gas has already made Mr S.

Both parties seem to agree about the facts of the case. I think all the offers British Gas has made about the cost of replacing the cooker and the trouble it caused Mr S are reasonable. And Mr S seems to have accepted these offers. The only matter the parties disagree on is the rent. For that reason, I'll only consider this aspect of the complaint in this decision.

Mr S said his tenant paid less towards his rent to account for the fact the cooker wasn't working for just under two months. British Gas hasn't agreed to pay the £600 Mr S said he lost. It said this is a civil law dispute between Mr S and his tenant.

Mr S initially said the tenant paid part of their rent and also reported him to the council. Mr S has since confirmed the tenant threatened to report him to the council unless he provided a new cooker by Christmas- which he did.

We asked Mr S to provide evidence to show the cooker was the only reason his tenant withheld part of the rent. And we asked for evidence of the loss of rent such as bank statements. Mr S said the tenant only pays him in cash. Unfortunately without any evidence

to prove the loss of rent and that it was solely down to British Gas, this isn't something I can award.

my final decision

For the reasons above, I'm partly upholding Mr S's complaint. If it hasn't already, British Gas Insurance Limited must pay Mr S:

- The full cost of his new cooker.
- £80 towards the installation costs for the new cooker.
- £275 for the distress and inconvenience it caused him.

British Gas Insurance Limited must pay interest on any payments it is yet to make to Mr S at the simple rate of 8% per year from the date of the claim to the date it makes the payment*. Interest isn't payable on the distress and inconvenience payment.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 30 August 2016.

Anastasia Serdari
ombudsman

*HM Revenue & Customs requires British Gas Insurance Limited to take off tax from this interest. British Gas Insurance Limited must give Mr S a certificate showing how much tax it's taken off if he asks for one.