

complaint

Mrs R and Mr H complain that British Gas Insurance Limited gave poor service under a home emergency insurance policy.

background

Where I refer to British Gas I refer to the insurance company by that name and I include employees and others for whose actions I hold that company responsible.

Mrs R contacted British Gas for help with her central heating boiler. On the day of the appointment British Gas rang to say it couldn't keep the appointment that day and couldn't offer an alternative until after a long weekend. British Gas offered Mrs R £30.00.

Our adjudicator recommended that the complaint should be upheld. She thought that Mr H and Mrs R were already upset and frustrated, so waiting five days for hot water and heating in the winter season was too long. The adjudicator recommended that British Gas should award a further £70.00 making a total offer of £100.00.

British Gas disagreed with the adjudicator's opinion. It asked for an ombudsman to review the complaint. It says, in summary, that, as one visit didn't go ahead as planned, £30.00 was fair. It says that when its engineer arrived there was no fault with the boiler.

my findings

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

The British Gas policy terms included the following:

“Reasonable timescales

We'll carry out any repairs or visits you're entitled to within a reasonable time, unless something beyond our control makes that impossible – in which case we'll let you know as soon as possible and give you another time when we can visit.”

On Thursday 28 December 2017 Mrs R arranged a visit from British Gas on Saturday 30 December 2017. But on that Saturday, British Gas cancelled the appointment.

As British Gas hasn't provided a recording, I accept Mrs R's recollection of the call. She says that British Gas told her she wasn't a priority because she wasn't looking after children and she wasn't an older person. Mrs R hadn't said anything about her family circumstances. So she was left wondering how British Gas knew about them.

British Gas re-arranged the appointment for Tuesday 2 January 2018. It offered Mrs R £30.00 but she thought that was “paltry”.

I don't think £30.00 is usually enough for a missed appointment. And British Gas cancelled Mrs R's appointment at very short notice. I don't think it dealt with the telephone call as well as it should've done. So overall I don't think British Gas treated Mrs R fairly.

I accept Mrs R's statement that on 2 January she had to ask at work on very short notice for about half a day off. She has said that she took 4.5 hours and her hourly rate of pay is

£19.47. But she has said she took it as annual leave. So I'm not persuaded that it was unpaid leave – or that British Gas caused her a financial loss.

But I accept that – by treating her unfairly - British Gas caused Mrs R to use her limited annual leave in a way that was inconvenient and irritating to her.

British Gas has given us inconsistent information about what happened on 2 January. It has told us that the engineer found no fault with the boiler. But its case summary told us that it *“completed the repair”*.

Mrs R has been clearer. She told us that the boiler wasn't working (at least on the Thursday and the Saturday). So I find it likely that British Gas left Mrs R and Mr H with no central heating or hot water over a long weekend at a cold time of year.

And British Gas didn't deal with Mrs R's complaint as well as it should've done. In particular it sent a cheque for £30.00 to Mrs R's old address. And it didn't send a replacement cheque - even after Mrs R complained about it - until late March. Mr R says she hasn't cashed the cheque. But I think she may still have time to do so.

Overall, I find it fair and reasonable to order British Gas to pay £100.00 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 Mrs R £100.00 for distress and inconvenience to the extent that it hasn't already paid her that amount.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R and Mr H to accept or reject my decision before 24 October 2018.

Christopher Gilbert
ombudsman