

The complaint

Mr B is unhappy with the poor service and the administrative errors made by British Gas Insurance Limited (British Gas) in regard to his annual boiler service.

What happened

Mr B had a Homecare policy with British Gas. He was due both a repair and a service to his boiler. He attempted to contact British Gas on four occasions on 8, 22, 28 and 29 October 2019 to arrange an appointment. But on each occasion, there was a problem and it wasn't until 29 November when the boiler service and repair were both done.

Mr B is deaf and uses British Sign Language (BSL). He also suffers from spinal arthritis and has had a hip replacement operation.

Mr B used the online system to book an appointment. The first appointment he booked was for 8 October 2019 and requested a time between 10am and 2pm but no-one from British Gas attended or informed Mr B they couldn't make that appointment. He says he has a flashing doorbell, and, on many occasions, this isn't used when people come to his home which means he must wait and watch for any new visitors when they are due to arrive. On the two occasions British Gas were due to attend, he had to wait around and keep watch, and this caused him a lot of pain, discomfort and frustration.

Around the same time, Mr B had to book in a repair for his boiler. He went to his community centre to use a BSL interpreter to help him make the appointment. The appointment was booked for 9:30am onwards on 22 October 2019 and this was agreed by British Gas. The engineer arrived at around 8:50am and left a card explaining he'd visited, but Mr B wasn't in. So, the appointment was missed.

Mr B called British Gas again using an interpreter to reschedule the appointment and again, requested that they attend from 9:30am onwards. The appointment was booked for 28 October 2019. Again, Mr B arrived home and saw a card was left by British Gas to say they'd attempted the visit; the appointment had been missed once more.

On 29 November 2019, an all-day appointment was booked. The engineer arrived at 11:20am and both the service and the repair were carried out on the same day.

Mr B made a complaint to British Gas. It responded and said there had been service failings on its part both in terms of the appointment bookings and the details not being noted correctly on his account. It also said when morning appointments are booked the default slot is for 8am to 1pm. British Gas apologised that Mr B was not advised of this. It explained the notes on Mr B's account weren't updated to inform the engineer that he should call after a certain time, so they were unaware of Mr B's request.

So British Gas made a permanent note on Mr B's account for an engineer to text rather than call when he's on his way for an appointment. British Gas said however that this couldn't always be guaranteed as the engineers may not always have the opportunity to do so. British Gas offered £50 for the issues Mr B had faced and apologised.

Unhappy with British Gas, Mr B brought his complaint to this service. Our investigator looked into it and said she thought £350, in addition to the £50 it had paid, was a fair and reasonable amount of compensation for the trouble and upset caused to Mr B. She said Mr B has faced considerable difficulty making appointments and has suffered physically due to his spinal arthritis. And, the difficulties he'd faced had also caused a mental impact on him due to him being a deaf person. She said Mr B's vulnerable circumstances should have been recorded on their systems from the beginning and instead he was disadvantaged when he tried to make multiple appointments and tried to inform British Gas of his situation. Our investigator didn't think British Gas had done enough in this situation.

British Gas reviewed the investigator's findings and offered a further £100 compensation – making it a total of £150 compensation for the failings.

Mr B didn't accept British Gas' offer and asked for the complaint to be referred to an ombudsman. So, the complaint was passed to me.

I issued my provisional decision on 20 January 2021. I said the following:

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

The key issues I need to decide are whether:

- *British Gas took due regard of Mr B's vulnerable circumstances and treated him fairly and reasonably; and*
- *£150 is a fair amount of compensation in the circumstances.*

I appreciate and acknowledge that British Gas has accepted it could have done better and apologised to Mr B. I understand that it thinks £150 is fair compensation for the failings that happened.

Keeping in mind the challenges faced by Mr B, I've looked at The Financial Conduct Authority's (FCA) guidance on how businesses ought to treat vulnerable consumers. It defines a vulnerable consumer as "someone who due to their personal circumstances, is especially susceptible to detriment, particularly when a firm is not acting with appropriate levels of care."

Financial businesses are expected to follow certain key principles. These include (but are not exclusive) being sensitive, flexible and responsive to the needs of customers by providing access/help through a range of communication channels and customers not needing to tell firms about their circumstances more than once.

Ordinarily, I understand that errors can happen and in putting this right, it would mean looking at the impact of what happened in a given situation. Mr B's circumstances however weren't necessarily ordinary – he informed British Gas that he was deaf at the time of booking the appointments online and by phone. He was told this information would be passed to the engineer making the visit. There are no transcripts of the calls available however, and notes have been provided which I have considered. There isn't anything in the notes to say whether an interpreter was used. Mr B has confirmed he used an interpreter and also informed British Gas when he made the online appointments when he would be available for an engineer to attend.

British Gas has also said that its online system encountered a fault when the first appointment was booked which wasn't within its control. It said however the engineers have

attended the property in the past and over the years. And the engineers who attended on 22 and 28 October 2019 did attend as they had left a card.

I do understand this and acknowledge British Gas' comments. However, I'm looking at what happened in the circumstances of this complaint. On this complaint, it seems four appointments had to be booked but none of these were processed correctly or took Mr B's vulnerable situation into account. It took nearly seven weeks for the issue to be resolved and Mr B attempted to make multiple appointments in order to get an engineer to attend. Therefore, considering the trouble and upset caused as well as Mr B's vulnerable circumstances, I'm not satisfied British Gas did enough to mitigate the challenges Mr B faced, despite the fact that Mr B informed it of his situation. I can see eventually the appointment was made over a day and both issues – the service and repair – were resolved.

But it took longer than it should have, and I can't see British Gas made sufficient efforts to resolve the issues and quickly enough. This had an impact on Mr B and I don't think he was treated fairly or reasonably.

I've considered that, from its perspective, British Gas has said vulnerability is assessed on several factors. When a customer calls it would look at the age of the people in the household, medical conditions and the ability and/or the impact of the customer having no heating or hot water and then it would prioritise the most vulnerable customers first. In applying this to Mr B's situation, I'm not persuaded this was assessed as British Gas says it should have been.

From the information available, I'm not satisfied British Gas did enough or picked up on Mr B's vulnerabilities as it should have. Because of this, Mr B was disadvantaged as it impacted his physical health as well as his mental health. Looking at this, even though Mr B tried to make British Gas aware of his circumstances, it took multiple attempts before an engineer visited his property, and this has caused him considerable distress and inconvenience.

Overall, I'm not persuaded British Gas did enough in the circumstances of this complaint. As such, I intend to award £350 (in addition to the £50 already paid) as a fair and reasonable amount of compensation for the way Mr B was treated and for the trouble and upset caused to him.

Mr B responded and said he has nothing further to add.

British Gas responded and said it has nothing further to add to what's already been provided. It confirmed it didn't agree with the provisional decision and feels £350 compensation isn't fair for three failed appointments.

What I've decided – and why

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

Having reviewed everything again, I'm upholding the complaint. I still think £350 compensation is fair and reasonable in the circumstances of this complaint.

I've considered British Gas' comments and appreciate it feels a further £350 compensation is unfair. However, as I explained in my provisional decision, I've taken into account that Mr B's circumstances were vulnerable. British Gas caused unnecessary delays and didn't take account of Mr B's needs or that a different approach needed to be taken. The issue in

dispute was about Mr B's vulnerable situation as well as delays and the administrative errors. From the evidence available, I think British Gas could have done more.

Overall, taking into account the further comments, I'm not persuaded that British Gas did do enough to mitigate the challenges Mr B faced in making the appointments. As such, I'm not persuaded to change my provisional findings. I think an additional £350 compensation is fair and reasonable in the circumstances of this complaint.

Putting things right

I require British Gas Insurance Limited to pay Mr B £350 as compensation (in addition to the £50 already paid) for the trouble and upset caused.

My final decision

For the reasons given, my final decision is that I uphold this complaint. I require British Gas Insurance Limited to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 22 March 2021.

Nimisha Radia
Ombudsman