

The complaint

Mr H complains about poor customer service provided by British Gas Insurance Ltd ("BGI"), and in particular that:

- it failed to make proper allowance for disabilities from which he suffers when arranging visits under his home emergency insurance policy; and
- it pursued him for payment for services it provided which were included free of charge in his policy.

What happened

Mr H has had a home emergency insurance policy with BGI for many years. He has previously made it aware of medical illnesses and disabilities that he suffers from, in particular deafness, poor eyesight and claustrophobia, and has supplied BGI with medical confirmation of this.

Mr H lives alone, and has made BGI aware that his disabilities mean that the standard four hour time slot that it offers for visits by its engineers isn't suitable for him, as he doesn't hear the doorbell ring, and he can't sit waiting by the window looking out for the engineer for more than two hours at the most.

Mr H says that in previous years, BGI has made adjustments for him by offering him the first appointment of the day, or a time slot of no more than two hours. However, by November 2019 BGI had ceased to offer this. Mr H had problems with his central heating which took a number of visits, and failed visits, to fix. He complained to BGI about this, and its failure to offer him appointments appropriate to his needs.

In January 2020 BGI sent Mr H a bill for £751.44 for work which he believed should have been done free of charge under the terms of his policy. He pointed this out to BGI, but it continued to press him for payment, and to threaten him with debt collectors and legal proceedings.

This caused him worry and distress, which was exacerbated by his medical conditions. He had to spend some time trying to resolve the issue. Eventually after some four months he received a letter from BGI's solicitor which confirmed the invoice was raised in error, and apologised "for any inconvenience".

In June 2020, Mr H's daughter got involved and contacted BGI to try to resolve the various outstanding issues. As a result, BGI paid Mr H compensation totalling £250 "to apologise for the inconvenience and impact caused by the multiple callouts, engineer behaviour and rescheduled or missed appointments".

In November 2020, BGI acknowledged that two issues remained outstanding:

- Mr H said outside security lights were malfunctioning. BGI's engineers had attended on several occasions but hadn't resolved this. BGI said it was willing to send an electrician to look at this; and
- Mr H's daughter wanted BGI to give Mr H an assurance that for any future appointments he would be given either a fixed appointment, or the very first appointment of the day. BGI said it couldn't guarantee this.

Its engineers could be required to attend emergency issues, or be held up on previous complex jobs. They might have to travel some distance to appointments. That was why it could only offer four hour time slots. In less busy times of the year it could try to cater for a two hour time slot, but this might not always be possible.

Our investigator's view

Our investigator didn't recommend that this complaint should be upheld. He thought BGI had addressed and dealt with the outstanding issues Mr H's daughter had raised, apart from the two outstanding points mentioned above.

On the security lights, he thought the offer of a further visit to assess the problem was reasonable. On the timing of appointments, he didn't think BGI wasn't taking Mr H's condition or needs seriously; but he also didn't think it was being unreasonable in not offering the first appointment of the day, or confirming an exact appointment time. Mr H responded to say, in summary, that:

- the problem with the security lights still persisted. The lights would come on randomly of their own volition, and once on would stay on even though the timed period had elapsed. BGI's engineers had attended several times without being able to identify any fault, and he wasn't confident that they would be able to identify what was wrong and correct it;
- the compensation he had accepted didn't in his view cover BGI's charging him for work covered by his policy and threatening him with debt collectors and legal proceedings for some four months. Even if the work had been chargeable, it would have been wrong of BGI, as it had acknowledged, to start on, and carry out, the work without the customer's consent to carry out chargeable work, which it didn't have; and
- he wanted BGI to confirm that for any visits required under his policy it would arrange these as the first appointment of the day, even if this meant that there would be some delay before an appointment was available, as this was apparently the only appointment that could be made for a fixed time.

He pointed out that BGI had been able to do this for some years in the past. Until BGI was able to do this again, he didn't feel able to arrange the annual service he was entitled to under his policy.

My provisional findings

I issued my provisional decision to Mr H and to BGI on 6 May 2021. In it I said I didn't think BGI had done enough to fulfil its obligations to Mr H under his policy, and to compensate him for the effect its actions had had on him. I said I thought it should take the following actions in respect of the issues Mr H had said were outstanding:

1. The security lights

BGI had made several attempts through several engineers to identify and fix what seemed to be an intermittent fault with the security lights. In responding to Mr H's daughter about this BGI said:

"I have spoken with both engineer that have attended for the recent issue with the lights. The initial engineer did not have ladders to fully assess the job but going off what your father had advised was wrong with the lights, he thought it be best to get the lights replaced again."

In spite of this engineer's view, BGI then went on to make several attempts to identify and fix the fault. It had now offered to send an electrician to again assess the problem.

I said it was clearly in the interests of both BGI and Mr H to minimise the number of visits required to fulfil BGI's policy obligations. In the circumstances I thought BGI should arrange to attend and replace the security lights as the initial engineer suggested.

2. Compensation for wrongly charging Mr H

I asked BGI if the compensation it paid Mr H was intended to cover the effect this incident had on Mr H. It said it was. However, the wording it used when paying this compensation, which I quoted above, didn't refer to the incident, and Mr H clearly didn't believe it was included when he accepted the compensation.

I said it was wrong of BGI to attempt to charge Mr H, both because the work was covered by his policy, and because it hadn't warned him it intended to charge, and didn't obtain his agreement, before carrying out the work. It had taken BGI some time to acknowledge its error, in spite of Mr H pointing this out.

I pointed out Mr H was elderly and suffered from medical issues, which BGI was aware of. I accepted that the incident worried Mr H and caused him distress and inconvenience before it was resolved. I didn't think this was adequately reflected in the compensation of £250 BGI had paid him so far. So I thought BGI should pay Mr H a further £250 as compensation for this incident.

3. Appointments for future visits

I noted that BGI had been made aware of Mr H's disabilities and the severe difficulties these caused him in dealing with BGI's usual appointment arrangements. BGI had explained why it was reluctant to assure him of the first appointment of the day. It said it needed to be able to allot these in case of emergency to protect other vulnerable customers.

In deciding whether BGI had acted fairly and reasonably in relation to Mr H, I said I had to take into account, amongst other things, relevant law including in this case the Equality Act 2010. It was clear that Mr H was suffering from a disability for the purposes of that Act. This meant that BGI needed to be able to show that its treatment of Mr H was a proportionate means of achieving a legitimate aim.

It wasn't our role to say whether BGI had acted unlawfully or not in its treatment of Mr H – That was a matter for the courts. However, I needed to take account of the Act's provisions in deciding what was fair and reasonable in the circumstances of this complaint.

I accepted that in deciding what it could offer Mr H, BGI had acted with good intentions. However, I didn't think it was sufficiently recognising, and making allowances for, Mr H's

vulnerability. I thought the number of customers BGI had with this combination of disabilities must be very few.

I thought that an organisation of BGI's size and resources should be capable of organising its business so as to be able to guarantee Mr H a first appointment of the day if arranged sufficiently well in advance, and it was fair and reasonable that it should do so. I thought this was particularly the case as, according to Mr H, it had done so in the past.

To ensure this happened, I thought BGI should make sure Mr H's records with BGI were marked so that anyone making an appointment for a visit to him was aware of his vulnerability and that he needed to be offered a first appointment of the day.

Subject to any further comments and evidence I received from either BGI or from Mr H by 5 June 2021, I said I intended to order British Gas Insurance Ltd to:

1. arrange with Mr H to attend and replace the security lights on his house at its expense and in accordance with the policy terms;
2. pay Mr H a further £250 as compensation for wrongly seeking to charge him for work in addition to the compensation of £250 BGI had paid him so far; and
3. ensure that for all future appointments it made under Mr H's policy BGI offered Mr H a first appointment of the day if arranged reasonably well in advance, and that Mr H's records with BGI were marked to make sure this happened.

Responses to my provisional decision

Neither Mr H nor BGI has provided any response to my provisional decision.

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.

As neither Mr H nor BGI has provided any fresh information or evidence in response to my provisional decision, I find no reason to depart from my earlier conclusions.

Putting things right

To put things right, I think BGI should take the steps, and pay the money, as set out in my final decision below.

My final decision

My decision is that I uphold this complaint, and order British Gas Insurance Limited to:

1. arrange with Mr H to attend and replace the security lights on his house at its expense and in accordance with the policy terms;
2. pay Mr H a further £250 as compensation for wrongly seeking to charge him for work in addition to the compensation of £250 BGI has paid him so far; and
3. ensure that for all future appointments it makes under Mr H's policy BGI offers Mr H a first appointment of the day if arranged reasonably well in advance, and that Mr H's records with BGI are marked to make sure this happens.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 20 July 2021.

Lennox Towers
Ombudsman