

## **The complaint**

Mr K complains about British Gas Services Limited (British Gas) under his home emergency policy. His complaint is about how they responded to electrical problems at his property.

## **What happened**

In August 2021 Mr K noticed that a security light at his property had stopped working. He had a home emergency policy with British Gas that included cover for repairs to home electrics, so he called to arrange a visit to fix the problem. It wasn't an emergency and as Mr K was away, the earliest convenient appointment was the day of his return. So he returned earlier than planned, having asked for an appointment as late as possible in the day. However, the engineer attended in the early afternoon, when Mr K was still returning, so wasn't able to look at the problem.

A few days later, the electricity supply to Mr K's property failed, so he called British Gas in the afternoon, also explaining that he had a vulnerable family member. A contractor visited late evening. He diagnosed the problem but said that he couldn't fix the problem there and then. He advised that, for safety reasons, the power shouldn't be turned back on. He told Mr K he'd log the job as an emergency and that while he couldn't guarantee it, an electrician should be able to attend early the following morning. This left Mr K without power overnight.

The electrician didn't attend the following morning, so Mr K phoned British Gas. He was told that the job hadn't been logged by the contractor and that they wouldn't be able to schedule an appointment that day. Unhappy at this response, having no power, Mr K contacted British Gas at a more senior level. British Gas then arranged for an electrician to visit the property in the early afternoon, who was able to restore power. A further visit took place a week later to fix the security light.

Mr K was very unhappy at what happened and the service he received, so complained to British Gas. In their final response, British Gas apologised for the poor service received, particularly given the situation with the vulnerable family member. British Gas offered £130 in compensation, which they increased to £150 when Mr K rejected the initial offer.

Mr K then complained to this service. The main points of his complaint were that British Gas hadn't kept appointments and that the first contractor hadn't been able to restore power and failed to log the follow up job for the next morning. Mr K was also unhappy that he was initially told that British Gas couldn't attend that day, and that it took further contact for a visit to restore power. Mr K wanted compensation for the loss of power and its impact and for the inconvenience (at least £500).

Our investigator didn't uphold Mr K's complaint. She appreciated Mr K's position, particularly with a vulnerable family member, and being left without power, including overnight. She also understood Mr K felt the problem should have been fixed sooner than it was. But she thought British Gas had arranged an initial visit on the day of the power loss (even though the contractor wasn't able to fix the problem) and that they restored power the following day, albeit later than it might otherwise have been. She felt the £150 compensation offered by British Gas was fair in the circumstances.

Mr K disagreed with the investigator's conclusions and requested an ombudsman review the complaint. He didn't think that £150 was fair compensation in the circumstances for having no power for nearly a day, particularly the stress caused which had left him and his family feeling very anxious about what had happened (and should a similar incident occur again).

In my findings I disagreed with the investigator's conclusion that £150 compensation was fair. Having considered the circumstances carefully, including what Mr K told us about the impact of what happened on him and his family, I concluded that the figure should be higher. I particularly noted what he said about the vulnerability of the family member and the effect the incident had. I concluded that the level of compensation should be more than that offered by British Gas and that £250 would be appropriate.

Because I disagreed with the investigator's conclusions about the level of compensation, I issued a provisional decision to give both parties the opportunity to consider things further. This is set out below.

*What I've provisionally decided – and why*

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

*My role here is to decide whether British Gas has acted fairly towards Mr K.*

*First, I'd want to recognise that this was a very difficult and stressful experience for Mr K and his family, being without power for nearly a day (including overnight). Particularly given the circumstances of his family that he's told us about, and that it caused significant stress and anxiety, especially given the vulnerability of the family member that Mr K has described.*

*While Mr K has complained about how British Gas responded to the issue with his security light, the more significant part of his complaint relates to the incident concerning the loss of power at his property and how that was dealt with. The main element of Mr K's complaint is that British Gas didn't provide the service that they should have done, particularly not meeting expectations about appointments, being unable to fix the problem with the power supply on the first visit, and then not logging the follow up job as they said they would do. Also, initially being told that a follow up appointment to restore power wasn't possible on the day after the loss of power – although it was restored following Mr K contacting British Gas at a more senior level.*

*Looking at what happened, it's clear that British Gas have acknowledged that they haven't provided the standard of service that Mr K should have received. From the sequence of events, I think British Gas's initial response of sending out a contractor (out of hours) was a reasonable response, given the loss of power occurred in the later part of the afternoon. From the evidence provided, the contractor was able to identify the issue (mains supply switch) but thought that to fix the problem would require two people to attend (for safety reasons). While only one electrician attended the following day and was able to restore power, I think the contractor would have given his professional view based on what he had found. And I don't think it's unreasonable that not every fault can be always be both diagnosed and repaired on an initial visit.*

*However, the job wasn't logged as it should have been, so the visit Mr K was expecting early the following morning (after having no power overnight) didn't happen. And it was only when he contacted British Gas that this became apparent. I also think, having been told that a visit couldn't be scheduled that day, it was understandable that – faced with the prospect of*

*another day without power – Mr K escalated his concerns to a more senior level in British Gas. From the case notes, British Gas then responded quickly and were able to arrange a visit that restored power. Having escalated the issue, I think this was a reasonable response in the circumstances. So, while power was restored within 24 hours, I've concluded that it could have been resolved sooner than it was, particularly as an emergency where there was a clear vulnerability issue.*

*Having considered the main part of Mr K's complaint, I've also looked at the issue of the security light. While it wasn't considered to be an emergency, I appreciate the impact of it not working in the circumstances of Mr K and his family, as he made British Gas aware. They did offer a slightly earlier appointment, but that wasn't convenient, so Mr K agreed to an appointment on the date of his return. I can see he asked for the latest appointment on the day, as he was travelling back home. British Gas indicated a time within a six-hour slot but it was unfortunate that the engineer called in the early part of the slot, when Mr K hadn't returned. It was also unfortunate that British Gas didn't have the right number to try and contact Mr K. However, the light was subsequently repaired within a couple of weeks. As a non-emergency issue, I've concluded that, while it was unfortunate that the first appointment didn't take place, British Gas haven't acted unfairly or unreasonably so I don't think they need to take any further action on this issue.*

*Given my conclusions, I've thought carefully about the question of compensation. Our investigator thought that British Gas's offer of £150 was fair and reasonable in the circumstances. Mr K believes that, given the circumstances and impact of what happened on him and his family, the figure should be higher. I've considered what he's told us, particularly about the vulnerability of the family member and the effect that the incident has had. Having a loss of power, even though it was less than 24 hours, has a significant impact and is inherently very stressful. But I think more so given the circumstances and impact Mr K has told us about. I do think it should be more than that offered by British Gas. I think £250 would be an appropriate sum in the circumstances.*

#### *My provisional decision*

*For the reasons set out above, my provisional decision is that I uphold Mr K's complaint. I intend to require British Gas Services Limited to:*

- *Pay Mr K £250 for distress and inconvenience (if they haven't paid the £150 already offered).*

Mr K responded to say that he accepted the provisional decision.

British Gas responded to say they had nothing more to add.

#### **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 done so I remain of the view that the complaint should be upheld.

As Mr K accepted the provisional decision and British Gas had nothing more to add then I haven't changed my view and my final decision and reasoning remains the same as in my provisional decision.

#### **My final decision**

For the reasons set out above, my final decision is that I uphold Mr K's complaint. I require British Gas Services Limited to:

- Pay Mr K £250 for distress and inconvenience (if they haven't paid the £150 already offered).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 17 December 2021.

Paul King  
**Ombudsman**