

The complaint

Mr M complained that British Gas Insurance Limited (“British Gas”) provided an unreasonably poor level of customer service under his home emergency policy.

What happened

Mr M had his gas switched off at the mains due to concerns with the levels of carbon monoxide in the home and he was worried about the safety of his family.

Mr M contacted British Gas to have his boiler tested and he was keen this was done quickly as he didn’t want his family to be without hot water and heating. Mr M understood that British Gas had arranged for an appointment to visit his property on the same day the claim was made.

British Gas explained its call handler had mistakenly set the expectation with Mr M that its engineer would attend the same day, but it had set-up the appointment for the following day. British Gas apologised for the distress and inconvenience caused and offered to pay £80 as a gesture of goodwill. It also fitted Mr M’s a free carbon monoxide detector.

Our investigator decided to uphold the complaint. He thought a further £70 compensation (£150 in total) was more appropriate for the *“increased worry that was experienced and the inconvenience of chasing”*. British Gas disagreed, so the case has been referred to an ombudsman.

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.

I’ve started by reviewing the terms and conditions to understand what responsibilities British Gas had in attending to the emergency. The terms and conditions set out that British Gas are required to carry out its work in *“reasonable timeframes”*, which it defines as *“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”*.

British Gas said *“when Mr M contacted us on 3 March 2022 to report a problem with his heating and hot water, the advisor he spoke with offered to arrange a visit the following day, but said if we could attend that day if we would. As the discussion drew to a close, the advisor told Mr M that we would send an engineer that day. Regrettably, this was incorrect, as when the visit was booked, it was arranged for the following day, 4 March 2022”*.

I can see that the appointment happened the day after the claim was made, so I think it’s fair to say the appointment happened within *“reasonable timescales”*. However, it’s clear from what British Gas said that it wrongly set the expectation that someone would be attending that day. Based on what he was informed. I think it was reasonable that Mr M was expecting someone to attend and test his boiler on 3 March, so I think Mr M has been let down.

British Gas recognised it had let Mr M down and apologised. It offered him £80 compensation for the distress and inconvenience, so I have considered whether I think this is fair.

British Gas has explained for an error of this kind it would normally compensate its customer around £30 to £50, however, due to Mr M's specific circumstances it increased the offer to £80. I'm pleased that British Gas acknowledged that Mr M's vulnerable circumstances placed his family in a difficult position due to its error.

Mr M's testimony includes details of calls he said he made to British Gas. He said he:

"contacted British Gas customer services by phone and spoke to [first named call agent] at 12pm who said to me I would have an Engineer attend my property by 6pm as an emergency appointment on the day (03/03/22) latest 8pm"; and

"again contacted British Gas customer services to follow up the non-attendance and spoke to [second named call agent] who informed me that given that I had [vulnerable circumstances] she had managed to get me another emergency appointment as she had considered us as vulnerable [and she] could not find any emergency appointment booked by [first named call agent] as had [been] stated. [Second named call agent] also said that after speaking to the person in charge of emergency appointments she had secured an engineer who would definitely attend by 10 pm on the 03/03/22. Unfortunately, again no engineer attended".

I'm persuaded these calls happened as described by Mr M. British Gas hasn't provided any evidence to suggest the events played out differently. This indicates to me that British Gas did fail to attend on the 3 March on two occurrences when they said they would. One of these were after a further escalation from Mr M due his family's vulnerable circumstances. Mr M was asked about the impact this had on him and his family.

Mr M explained that his family who were deemed vulnerable by British Gas were left sleeping in cold conditions overnight and were anxious about the carbon monoxide levels in the house. He said a family member was ill the following morning due to what had happened. He said if he had known things would've been delayed he could've made alternative arrangements.

Given the impact on Mr M and his family would've been greater, I don't think British Gas has compensated Mr M fairly. Our investigator recommended an additional £70 compensation. After hearing British Gas rejected this, Mr M thought the compensation offered should be higher.

However, I think £150 compensation (£70 additional) for the distress and inconvenience is reasonable in these circumstances for the reasons set out by Mr M. British Gas said in its terms and conditions that it would inform Mr M if there was a problem and I don't think it has done this. I appreciate it fitted a carbon monoxide detector, which I think is a good gesture. However, I think if Mr M was aware of the delays that were likely he could've made his family more comfortable in the circumstances. I think this award is fair and brings a reasonable closure to this complaint. Therefore, I uphold this complaint.

My final decision

My final decision is that I uphold this complaint. I require British Gas Insurance Limited to pay Mr M:

- £70 compensation – for distress and inconvenience (plus the original £80 offered if it hasn't yet been paid).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 8 November 2022.

Pete Averill
Ombudsman