

The complaint

Mr H has complained about the service provided by British Gas Insurance Limited ('British Gas') under his home care policy following a boiler break-down.

What happened

In December 2022, the boiler at Mr H's home failed and he was left without heating and hot water for nearly a week during a period of very cold weather. Mr H is vulnerable due to age and health conditions. Mr H promptly reported the issue and British Gas said that an engineer would attend but failed to keep to the appointment. Six days after the boiler failure, an engineer did attend and left a card. Following further contact by Mr H, an engineer attended later that day and managed to get the boiler working, however Mr H said that it was making a low humming noise following the repair. Mr H was looking for substantial compensation or a new boiler supplied for free, as he felt that his life had been placed in danger by the delays. British Gas offered compensation of £30, then £50 and finally £200.

Mr H was unhappy with the offer of compensation and referred his complaint to this service. The investigator noted that it had taken British Gas six days to repair the boiler. He also noted that British Gas had reimbursed Mr H for heaters and that Mr H had used a kettle to warm up some water and that this would have caused inconvenience for Mr H. In all the circumstances however, he thought that British Gas' offer of £200 in compensation was fair and reasonable. Whilst Mr H said his life had been placed in danger. The investigator said that unfortunately, the service didn't take into consideration potential consequences.

Mr H remains unhappy with the outcome of his complaint and the matter was referred to me to make a final decision in my role as Ombudsman. In April 2023, I issued a provisional decision for this complaint and explained why I was minded to uphold Mr H's complaint as follows; -

"The key issue for me to consider is whether, in the light of British Gas' acknowledged service failures, its offer of compensation was fair and reasonable. On a provisional basis, I don't consider that it was entirely fair, and I'll explain why.

In reaching this provisional conclusion, I've also considered the parties' submissions. Mr H explained the background. He said that he'd contacted British Gas on a Friday morning in mid-December 2022 to report that his heating and hot water had failed and that he had no other form of heating. The outside temperature was -5c and he was quite ill. He informed British Gas that he was vulnerable due to age and many health conditions. He telephoned again later that day as no-one had come. He was told it would be Saturday morning. He telephoned again on Saturday morning and was told an engineer would be there in the afternoon. He again telephoned in the afternoon and was told someone would be there in the evening. He called again later that evening, but no-one answered. When he telephoned again and said that he was freezing cold and had no-one to go to, he was told there was nothing British Gas could do. The earliest appointment would be on Thursday.

On the Thursday, Mr H said that he'd tested his doorbell and left the kitchen light on and the door open, yet all he got was a card through the door. Mr H contacted British Gas yet again

and was told that British Gas would try to get someone out, but it couldn't promise this. Eventually some hours later, an engineer did arrive and got the system working, "but since then it has made a humming noise."

Mr H thought that due to his vulnerabilities, the British Gas response should have occurred within 24 hours as promised in its initial response. He considered that the British Gas' compensation offers were insulting and offensive. He'd been forced to stay in one room, wrapped up in the same clothes for four days with no hot water or any form of heating and had found cooking difficult due to the cold. Over the weekend in question, there had been snow and the inside of his windows had ice forming inside. Mr H said that he'd only obtained his own heaters 10 days after the incident, so "far too late to make any difference to the issue I am raising as the weather had improved and my central heating was working."

In short, Mr H said his health issues "were exacerbated by the extreme cold and no heating for 4 days at the coldest time of the year". He considered that he'd been deceived by the British Gas call centre many times as to promised visits, plus no mention of the availability of fan heaters until some days after the incident. Finally, he said that from reading the service's case studies, compensation of £5,000 better fitted the category of case.

Turning to what British Gas have said about the matter, it apologised that Mr H had reason to complain. It accepted that as soon as Mr H had contacted it for assistance, he'd stated that he was vulnerable. It said that the earliest appointment would normally have been in early January 2023, however as Mr H was vulnerable, it was able to find an appointment the day after Mr H reported the incident. It said that "Regrettably, the system didn't record the appointment..." It recognised that its agents should have made Mr H aware of this when he contacted British Gas again and they should have seen if an earlier appointment could be booked. It noted that when Mr H called British Gas after the weekend that the agent was able to bring a visit forward from early January 2023 to six days after the incident.

British Gas also confirmed that when Mr H spoke to British Gas a few days after his heating had failed, he was told during this conversation that he could purchase a heater and have the cost reimbursed. He'd then submitted a receipt for two fan heaters, and these were duly reimbursed. Following the repair, British Gas couldn't see that any further breakdown appointment had been raised by Mr H regarding the humming noise.

Having carefully considered the relevant information and submissions, I've provisionally concluded that £200 doesn't sufficiently compensate Mr H for the stress, discomfort and inconvenience suffered in December 2022. Again, on a provisional basis, I consider that the compensation figure should be increased to the sum of £450. I appreciate that Mr H considers that the figure should be much higher, however I'm likely to find that this figure is in line with the service's sanctions guidance as to fair and reasonable compensation for such circumstances. Our service doesn't award compensation to penalise insurers or to compensate for potential consequences.

I've noted that following the investigator's involvement that British Gas agreed that there were service failures and delays in arranging an engineer to fix the problem. Mr H had made it clear to British Gas from the outset that he was vulnerable and had set out his serious health issues. In the circumstances, I consider that being left without heating for six days was unfair and unreasonable bearing in mind Mr H's vulnerability. Mr H had been required to chase the matter on a number of occasions and had received promises of visits which were not then fulfilled, and this would undoubtedly have caused mounting distress and inconvenience for Mr H. It's noted that British Gas accepted that its agents had failed to provide information that should have been provided from the start.

Whilst I would agree that an award of £200 might generally be regarded as suitable in such

circumstances, I don't consider that it was in this specific instance. Although the repeated service failures occurred over a relatively short timescale of less than a week, Mr H's serious health needs had been identified at the outset. The combined impact of these health issues and the particularly cold weather at the time, meant that the impact of the failures would have been relatively serious, with higher levels of distress being caused across a few days. Mr H described how difficult it had been for him over the period he'd been left without heating, and I appreciate that it must have been upsetting and worrying.

On the other hand, I don't consider that an award of £5,000 would be fair and reasonable in such circumstances, as the impact of the failures could not reasonably be said to have lasted for a long or sustained period. Once the British Gas engineer was able to attend, it seems that he promptly resolved the problem, although not entirely to Mr H's satisfaction. I also note that British Gas had brought forward an appointment from January 2023 to recognise the need for urgency here. Nevertheless, it didn't properly communicate the appointment issues to Mr H, and he was misled several times into believing that he would receive help imminently. British Gas also failed to advise Mr H from the outset that it would refund the cost of temporary heaters, which then arrived too late to assist with the problem.

In the circumstances, my provisional conclusion is that £450 represents a more reasonable sum in compensation, which fairly reflects our guidance on sanctions. I consider that this recognises the above factors, as well as the fact that Mr H was without heating for almost a week when he needed it most. Whilst it's not reasonable to expect repairs to be carried out instantly, and heating breakdown is itself a stressful event, I consider that British Gas caused Mr H additional unnecessary stress here".

In my provisional decision, I asked both British Gas and Mr H if they had any further comments or evidence that they would like me to consider before I made a final 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.

Neither British Gas nor Mr H provided any further information or evidence following my provisional decision.

In all the circumstances, I've concluded that the provisional decision provides a fair and reasonable outcome to the matter.

My final decision

For the reasons given above, I uphold Mr H's complaint against British Gas Insurance Limited, and require it to pay Mr H compensation in the sum of £450 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 15 June 2023.

Claire Jones
Ombudsman