

## **complaint**

Mrs M is unhappy with the way British Gas Insurance Limited ('British Gas') has handled a claim she made for an emergency visit.

Mrs M is represented by her daughter in this complaint.

## **background**

Mrs M has a home emergency policy which is insured by British Gas. Mrs M's daughter contacted British Gas because there was an issue with Mrs M's heating. Mrs M's daughter asked for an emergency appointment, and said that as Mrs M was elderly, she'd be vulnerable without heating.

British Gas agreed, and said its engineer would try to get there before 6pm that day. It said the appointment could go on until 10pm due to the high demand it was experiencing. Unfortunately, British Gas failed to mark Mrs M's appointment as a priority, after it agreed to do so.

British Gas later corrected this error, and got Mrs M's appointment passed to one of its emergency engineers. Due to the initial error the engineer couldn't attend Mrs M until after midnight. The engineer contacted Mrs M's daughter just before midnight to confirm Mrs M appointment was the second on his list. Mrs M's daughter cancelled the appointment, as she felt it was too late for an engineer to visit her mother. She asked for the appointment to be scheduled for the next morning and this was arranged.

Sadly, Mrs M fell during the night. Her daughter found her in the morning and admitted her to hospital.

Mrs M's daughter complained to British Gas. She felt British Gas' failure to prioritise her mother's visit had led to her ill health.

British Gas looked into the complaint and admitted it made a mistake. It offered Mrs M £100 in recognition of this. Mrs M didn't agree with this response.

Mrs M complained to our service. Our investigator felt that British Gas could've done more. She recommended it pay a further £100 for the trouble and upset it had caused. Mrs M disagreed with this. Mrs M's daughter suggested the offer £200 in total, didn't sufficiently recognise the trouble and upset British Gas had caused. She asked for an ombudsman to consider the complaint.

## **my findings**

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'm upholding this complaint. However, I'm not recommending a further award for trouble and upset be paid.

It's not in dispute that British Gas failed to prioritise Mrs M's appointment as quickly as it could have. It admits that it did something wrong, but says it has made a fair award to recognise this mistake.

Mrs M's daughter says British Gas failure has meant Mrs M has suffered significant ill health because of the lack of heating.

I'll start by saying I have the greatest of sympathy for Mrs M. I'm sorry that she hasn't been well. And I hope she is getting better.

However, having reviewed the file, I'm satisfied the current offer for trouble and upset is fair in the circumstances.

The awards that I can make for trouble and upset aren't meant to punish a business for its actions, or failures. The awards are made to recognise the trouble and upset that has been caused to a consumer. They take into account all of the circumstances of the complaint, and reflect the trouble and upset as a whole. The awards aren't intended to itemise each mistake that has been caused.

In this instance, British Gas was notified by Mrs M's daughter in the late afternoon of the need to make a visit to her property. It agreed to treat Mrs M as a priority because of her circumstances. This is what we'd normally expect to see.

However, British Gas then failed to actually do this, which meant Mrs M wasn't prioritised. It did correct this mistake a short time later. This mistake led to a delay in Mrs M being seen sooner in the evening.

British Gas did contact Mrs M's daughter to say it could attend that evening, but due to late hour she declined the visit. Instead she preferred to have the visit occur in the morning.

I've considered British Gas' actions. And whilst I agree it hasn't delivered the level of service I would've expected, I'm satisfied it has attempted to correct its initial mistakes. It has tried to get an engineer around as soon as it could. Due to demand it wasn't as soon as Mrs M and her daughter would've liked. It has then re-arranged an appointment in line with Mrs M's daughter instructions to attend the next day.

So based on this information, and considering the time frame involved, I believe British Gas has made reasonable steps to put things right on the day for Mrs M. As such I'm satisfied that an award of £200 reflects the trouble and upset it has caused Mrs M.

I appreciate Mrs M's daughter's argument that leaving Mrs M without heating overnight isn't acceptable. However, I can't ignore the fact that an engineer said he would attend that day (albeit late at night). It was the decision of Mrs M's daughter to re-arrange the appointment. I understand why she did this. But in the circumstances, I don't think it's fair to hold British Gas responsible for the sad events that happened during the night. So I'm not persuaded British Gas should increase its current offer.

### **my final decision**

My final decision is that I uphold this complaint.

I require British Gas Insurance Limited to pay Mrs M £200 in total for the trouble and upset it has caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 2 October 2017.

Tom Whittington  
**ombudsman**