

complaint

Mr B is unhappy with how British Gas Services Limited handled the claim he made under his home emergency cover policy.

background

Mr B contacted British Gas to report an issue with his boiler. Its first engineer visited on 14 November 2018 and diagnosed that a powerflush was required, which British Gas later quoted Mr B £785 for. On 16 November 2018 Mr B had a call with British Gas in which he told it about his health difficulties, and as a result it added Mr B to its priority customer list. A total of nine engineers visited Mr B over about eleven weeks but his boiler wasn't fully repaired until the heat exchanger and electrodes were replaced – these were diagnosed and replaced between 21 and 27 January 2019.

Mr B was unhappy the first engineer said a powerflush was required. British Gas accepted this was a misdiagnosis and paid Mr B £50 compensation. Mr B then later complained to British Gas that it had taken too long to repair his boiler, especially since he was on its priority list. Mr B said his mental and physical health had been affected by not having working heating for so long, and his gas bill was higher than usual.

British Gas upheld Mr B's complaint. It apologised for the delays and inconvenience and paid him a further £150 compensation. And in later communication, it asked Mr B for his gas bills over the last two years so it could consider his increased gas costs. But it said it wouldn't increase the total of £200 compensation it had already paid.

Mr B brought his complaint to our service. He thought £3,350 was fairer compensation given the delays and what British Gas knew of his health difficulties. Mr B said he suffered with anxiety and depression, which he provided medical evidence to support, and that his medication caused side effects which were made worse by not having heating. He said British Gas hadn't communicated or had oversight as it should, and that the £50 it had first paid him wasn't related to this complaint.

For its part, British Gas accepted the powerflush was a misdiagnosis and that there'd been three unproductive visits. But it said all the other visits were necessary and the heating and hot water were working when each engineer left. However, British Gas then thought the powerflush might not have been misdiagnosed. But it accepted it had given contradictory information about this and offered to send a senior engineer to assess Mr B's boiler. It said that, along with the heat exchanger work it had carried out as a good will gesture, the £200 it had paid Mr B was fair compensation.

After looking into things, our investigator said British Gas should have treated Mr B's claim as an emergency and with extra care. But instead, unnecessary delays started on 14 November 2018 when the powerflush was misdiagnosed. He said British Gas had already accepted the powerflush was misdiagnosed and paid Mr B £50 compensation for that. So that £50 did form part of the compensation for this complaint, but the heat exchanger work British Gas said it had carried out as a goodwill gesture didn't. Our investigator thought British Gas should pay Mr B a further £150 in addition to the £200 it had already paid, making £350 in total.

British Gas accepted our investigator's view. But Mr B disagreed. He gave further details of how British Gas had handled his boiler repairs and its knowledge of his health difficulties, and he explained more about the impact this matter had on him.

As Mr B disagreed, his complaint came to me for a decision. I issued my provisional decision on 29 May 2020, in which I said the following.

'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 intending to uphold this complaint.

British Gas did for a time change its position about whether the powerflush had been misdiagnosed. But it ultimately accepted what our investigator said which, amongst other things, was that the powerflush had been misdiagnosed. Other than this, I've not seen that British Gas denies making the errors Mr B has complained of. So it seems there's no longer any dispute that British Gas made these errors. Therefore, what's left for me to consider is what's fair and reasonable compensation for those errors.

I understand that Mr B would like British Gas to pay him £3,350 compensation, which he's based on £50 for every day of unnecessary delay. But when a business makes errors, our approach is to consider the impact of those errors. So I've thought about what impact these errors – which British Gas accepts it made - have had on Mr B in his particular circumstances. And I'm satisfied British Gas caused him a lot unnecessary distress and inconvenience. I'll explain why.

It's not in dispute the unnecessary delays started when the first engineer misdiagnosed the problem on 14 November 2018, and I don't think they ended until 21 January 2019 when the heat exchanger and electrodes began to be identified as the real problem. So British Gas didn't correctly identify the problem until the last week of the almost eleven weeks it took to repair Mr B's boiler. I think that's a significant delay.

And that delay took place over the colder months of the year. Mr B has said the boiler problems meant his home was constantly cold during that time, and the visit records provided by British Gas suggest Mr B's heating may at best have only worked intermittently. I think having only intermittent heating for many more weeks that were necessary would have caused Mr B inconvenience in its own right.

But I think Mr B was caused other inconvenience too. He's said he had to rearrange medical appointments to accommodate engineer visits. And that the location of the boiler and its parts meant he had to empty cupboards before each visit so the engineer could access everything. I think Mr B would also have been inconvenienced by having to keep contacting British Gas to say his boiler still wasn't working properly even after its engineers had visited.

As well as inconvenience, I think British Gas also caused Mr B unnecessary distress. I say this because Mr B has told us about his mental health issues and provided medical evidence to support that. And I've seen that Mr B talked to British Gas about these very near to the start of this claim – they were the reason it put him on its priority customer list. So this was already a difficult time for Mr B. And British Gas then caused him unnecessary uncertainty, worry and frustration regarding what the boiler problem was, and how and when it might be fixed.

I think Mr B would have been caused even more frustration and distress here because of his knowledge that British Gas should have been giving him a higher than usual standard of care due to his priority status. And it would have been upsetting and frustrating for Mr B to find British Gas tried to sell him a powerflush it accepts wasn't needed. In addition, Mr B has explained that his home being cold caused him physical difficulties - he's said his bedroom being cold was particularly difficult for him given the physical effects his medication has on him. And that this in turn made his mental health difficulties worse.

In summary then, I think that while British accepted Mr B as a priority customer very near the start of his claim, it nonetheless caused him unnecessary distress and inconvenience over very many weeks which particularly impacted his mental and physical health. So for the reasons explained above, I'm intending to say British Gas should pay Mr B a further £400 compensation in addition to the £200 it has already paid him - £600 compensation in total.

I note Mr B would like British Gas to take up his suggestions about a system for following up repairs. But British Gas is entitled to decide its own processes and policies regarding this. So that's not something I'll be asking it to do.'

British Gas agreed with my provisional decision, but clarified that what I'd referred to as its priority service list was in fact its 'Priority Service Register'. It said this register meant a customer's vulnerability is assessed at each point of contact based on what the customer says at that time – it doesn't mean they'll get an enhanced service by mention of being on that register.

In Mr B's response to my provisional decision, he said British Gas should pay a total of £1,000 compensation. He said it hadn't replaced the heat exchanger as a gesture of goodwill since that work was covered under his policy, and if it had taken the cost of that work into account it would have offered him £900 compensation in total. Mr B said the powerflush wasn't necessary and the £50 compensation British Gas offered him for that misdiagnosis shouldn't be treated as part of the compensation for the boiler repairs, as British Gas didn't take it into account when it later offered him £150. And Mr B gave further details of the particular medication he was taking, the frequency with which it affected his physical health, and how this was made worse by the errors British Gas made.

I've now gone on to make my final decision.

my findings

I've reconsidered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I'm not departing from my provisional decision. I'll explain why.

British Gas has clarified what's meant by its priority service list, which I acknowledge. Nonetheless, I'm satisfied it was aware of Mr B's health issues very early in his claim. And I think Mr B was caused frustration and distress by knowing British Gas was aware of these things and yet still unnecessarily delayed repairing his boiler.

I also acknowledge that Mr B would like me to award £1,000 compensation in total. But I think the total of £600 I awarded in my provisional decision is fair and reasonable compensation in the circumstances. I say that because while Mr B has provided more details about his particular medication, its physical effects and how these were made worse by the delays, I had already considered the impact of that in my provisional decision.

In addition, I don't think it would be fair to ask British Gas to pay Mr B the cost of the heat exchanger work as he has suggested. That's because this is work it's already carried out regardless of whether it was as a goodwill gesture or under the terms of his policy. So it wouldn't be fair for Mr B to effectively receive that twice.

And I think the £50 compensation British Gas first offered should be included in the total compensation here, because it was for the powerflush misdiagnosis which was part of the overall delays and mishandling Mr B complains of.

So taking everything into account, I'm satisfied a total of £600 compensation is fair and reasonable compensation in the circumstances.

my final decision

For the reasons set out above and in my provisional decision, I uphold this complaint. British Gas Services Limited should pay Mr B a further £400 compensation in addition to the £200 it's already paid him – so £600 compensation in total.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 29 July 2020.

Ailsa Wiltshire
ombudsman