

complaint

Mrs W complains about poor service provided by British Gas Insurance Limited (British Gas) under a home care insurance policy.

background

Mrs W had an emergency home care policy with British Gas. In December, Mrs W's property suffered a complete loss of electrical power. Mrs W called British Gas around 7.50am that day to arrange for an engineer to visit her property.

Initially, Mrs W was advised that an engineer would attend by 1pm. This was pushed back to 6pm. As no-one arrived, Mrs W chased for a further update and was advised she would have to wait until an engineer was free. By this time Mrs W had moved to her car in an attempt to keep warm and explained she had a medical condition, which was made worse by being cold. Mrs W continued to chase for an update over the next few hours.

An engineer arrived after 11pm and was unable to fix the fault. He directed Mrs W to her electricity provider.

Mrs W complains about the delays caused by British Gas in sending out an engineer. She also feels strongly that questions should've been asked about the problem when she initially called in, as it might have enabled her to contact her electricity provider sooner. Mrs W says she was forced to wait in the cold all day and into the late evening as she couldn't leave in case an engineer arrived. This exacerbated her medical condition.

British Gas agree they could've handled things better on the day and offered Mrs W £50 in compensation. They offered an additional £30 for delay in dealing with the subsequent complaint raised by Mrs W.

Our investigator considered the complaint and decided to uphold it. He thought British Gas could've done more in the initial call to identify the nature of the problem. He thought the service provided on the day led to Mrs W having to wait for a long period in the cold without British Gas keeping to their estimated times. Our investigator asked British Gas to pay Mrs W £150 for trouble and upset (inclusive of the offer of £80).

British Gas disagree with this view and say they have already offered fair compensation. As the parties disagree, the matter has come to me for a final decision.

my findings

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

Under the terms of the policy, British Gas agreed to carry out visits and repairs within a reasonable time. Where that wasn't possible they agreed to let the customer know as soon as possible and give another time when they could visit.

I've looked at the timescale of events here and the notes made at the time. British Gas accept they could've handled things better. Whilst they did manage to attend Mrs W's property on the same day, I don't think they made reasonable efforts to keep Mrs W updated throughout the day. The notes show that Mrs W had to call in repeatedly. As our investigator identified, because British Gas didn't keep to their estimated times, Mrs W had to remain at the property all day without heat and hot food. And Mrs W's medical condition became worse due to being cold for so long. It also appears that British Gas didn't ask any questions when the initial call was made about the type of fault Mrs W had.

Taking everything into account, I think it is appropriate to make an award for distress and inconvenience here and I agree with our investigator that a total of £150 (including the £80 already offered) would be fair and reasonable. I appreciate Mrs W was frustrated that British Gas couldn't fix the problem when they attended, but I don't think it's fair and reasonable to ask them to refund any premiums. And as we're not the regulator, we don't have the power to tell British Gas how to operate its service.

my final decision

For the reasons given, I am upholding this complaint. I direct British Gas Insurance Limited to pay Mrs W £150 (including £80 already offered).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 11 June 2018.

Sarah Tozzi
ombudsman