

complaint

Mrs P complains about what happened when she tried to report a problem to British Gas Insurance Limited ("BGI"). Mrs P's daughter, Ms Q, has brought this complaint on her behalf.

background

Ms Q said that Mrs P is in her mid-nineties. She lives alone and independently. She has BGI home emergency cover for her boiler. This was taken out to allay family fears about whether she would always have hot water and heating at her property.

Ms Q told us that Mrs P's heating and hot water failed in the cold snap in early March 2018. Ms Q said she tried to ring BGI for help, but all of the BGI emergency numbers, help lines and call centres ceased to function at that time, and failed their customers when they were most needed. Ms Q said that she rang all day, but only managed to get through once, and then was cut off. Ms Q said that Mrs P's family ended up getting help for Mrs P from a local plumber who was able to come out immediately. She'd only been able to get an appointment with BGI for a week later. BGI rang four weeks later to check if Mrs P had heat and hot water.

Ms Q complained to BGI on behalf of Mrs P, but she said that BGI just paid Mrs P £140 as a gesture of goodwill and closed her case. She felt that it should've done much better, and should do much better in future. Ms Q raised a number of questions about BGI's preparedness for similar events in future.

Ms Q said that her mother and all of her close family were affected by BGI's failure. They had to quickly find alternative heating in the house. Ms Q said that Mrs P was only just out of hospital when this boiler breakdown happened, and remained unwell. She also said that Mrs P was at risk of falling, which meant that the only alternative heating that they'd been able to get increased the risks to her. Family had to stay in the property to look after her.

Ms Q told us that the family found a local plumber who was able to fix the immediate problem. He visited within an hour of their call and only charged £30 for the job. That plumber also identified a number of other issues in the home, which ought to have been picked up and rectified as part of a service under Mrs P's existing policy. BGI engineers later visited and fixed these problems.

BGI told us that priority visits can be booked online, but emergency visits for vulnerable customers, which Mrs P would qualify for, can't be booked online. And BGI said it had been forced to close some call centres because of the weather, which in turn put extra pressure on phone lines, and they crashed. That's why Ms Q wasn't able to get through.

BGI has provided feedback to the two engineers previously involved in carrying out servicing to Mrs P's home. It visited on 8 March to do some urgent work, and then again on 30 March to complete the outstanding jobs that Mrs P's own plumber had identified.

BGI at first offered £80 in compensation, but it has since increased its offer of compensation to £140.

Our investigator upheld this complaint. He noted that BGI had offered £140 in total, which seemed to cover compensation and the invoice that Mrs P provided for work done. But he thought that BGI should pay £75.00 more, because it's supposed to prioritise vulnerable

customers, and Ms Q wasn't able to get in touch with BGI at all to get an emergency appointment. He said that there must be a concern about what would've happened if Mrs P hadn't had the support of her family.

Our investigator noted that BGI hadn't outlined what would happen in the future if similar weather reoccurred, and he invited BGI to comment on that. He also invited BGI to comment on why some of the problems Mrs P's own plumber had identified hadn't been picked up in previous engineer visits.

BGI didn't agree with that. It didn't comment further on the issues that our investigator raised. It said that its settlement was fair. It wanted to point out that the third party who had attended couldn't go out in-day or quickly. It couldn't control how busy its phone lines were, and several roads around the nation were unsafe at the time, so its engineers and third parties all struggled to reach customers. BGI said it didn't feel it could be held responsible for Mrs P being without heat and hot water. It thought that it had fairly compensated her.

Because one of the parties didn't agree with the assessment of our investigator, this case was passed 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. I've reached the same overall conclusion on this complaint as our investigator, and for broadly the same reasons.

BGI has pointed out that extreme weather conditions were causing a number of serious problems at the time when Mrs P's boiler broke down. I think it's reasonable for BGI to say that its resources would be stretched during this time. But I think it's also fair to note that BGI is providing insurance for home emergencies. The boiler breakdown cover that it provides will always be subject to far more demand during especially cold weather. And Ms Q has told us that Mrs P has this insurance so that she and her family have some reassurance that her heating will stay on.

Mrs P wasn't able to get the emergency appointment that her age and health would suggest was justified. Her family were only able to book an appointment which was a week away. And BGI hasn't commented, despite our invitation to do so, on whether this problem with accessing BGI's priority service for vulnerable customers is likely to recur in future. I think that BGI has provided Mrs P with poor service in this regard.

BGI has suggested that any third party that Mrs P contacted as an alternative would also have been affected by the same problems as it was. But it appears as if Mrs P's family actually managed to get a local plumber to come out within an hour of being contacted. I've no hesitation in saying that BGI should cover the very small amount that Mrs P was charged for that work in its payment of compensation.

Mrs P's own plumber noted a number of problems with Mrs P's heating system, which he said should've been picked up earlier. Our investigator invited BGI to comment on why these issues had been missed previously, but BGI hasn't done that either. I think that again it would've been better if Mrs P had been given some reassurance on this, and in particular if her family had been reassured that future work wouldn't be missed, including in areas of the house that Mrs P's health means she can't access.

I agree with our investigator, that the £140 which BGI has offered Mrs P isn't quite enough to make up for what's gone wrong here. I appreciate the reasons why BGI says the problem occurred, but I don't think that takes away from the fact that there appears to have been a risk of harm to Mrs P, if her family hadn't been in a position to support her when her heat and hot water went off. That's exactly the risk that the family have told us Mrs P pays her premiums to avoid. Fortunately, her family were able to help her, and no harm did come to Mrs P.

I think that the payment of an additional £75 which our investigator suggested provides a reasonable resolution to this complaint. That makes a total payment of £215. That's in line with what I would've awarded in this case, if this suggestion had not already been made.

I'll provide in my decision that BGI can include in that amount any compensation it has already paid to Mrs P for this complaint, including money it has paid to cover her local plumber's invoice.

my final decision

My final decision is that British Gas Insurance Limited must pay Mrs P a total of £215 in compensation for this complaint. It can include in that amount any money it has already paid her for this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 8 March 2019.

Esther Absalom-Gough
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