

The complaint

Ms N complains about delays by British Gas insurance Limited (British Gas) in handling her claim on her home emergency insurance policy and the impact this has had on her.

Ms N is represented by Mr N.

What happened

My understanding is that on the afternoon of 21 February 2023, Ms N's live-in carer noticed the temperature in Ms N's home dropped dramatically. I also understand Mr N reported the fault to British Gas the following day and explained Ms N was a vulnerable customer.

According to British Gas' job history, what happened next is as follows:

- 22 February: an engineer cleared air from the boiler's pump. The engineer's notes say: "All ok". Ms N's carer says the heat dropped again a few hours after the engineer left and Ms N was without heating or hot water overnight.
- 23 February: an engineer replaced the boiler's pump. His notes refer to there being the "worst airlock" in his life. Ms N's carer says the boiler failed again later that day and Ms N was again without heating or hot water overnight.
- 24 February: an engineer cleared another airlock. The engineer's notes say: "All ok".
- 27 February: an engineer orders parts for the boiler, which had stopped working again.
- 28 February: an engineer replaced the heat exchanger and his notes say he "watched for a good hour". They also say: "Fingers crossed".
- 1 March: an engineer notes the system is airlocked again, that he cleared the airlock and left the system operating correctly.
- 11 March: an engineer set the pump to speed 2 and opened the auto air vent as "suspects drawing air". His notes say: "Now circulating".

On 2 March, Ms N's carer says Ms N fell from her bed and, later that day, was taken by ambulance to hospital. Her hospital discharge notes say she presented with hip pain and decreased mobility. Ms N was diagnosed with a urinary tract infection and discharged from hospital late in the evening on the same day.

Mr N says Ms N's personal circumstances, including health conditions she has, mean she doesn't tolerate the cold, and having access to heating and hot water is essential for the maintenance of her health. Mr N says the drop in temperature in Ms N's home and the lack of hot water caused a serious deterioration in Ms N's health that resulted in her emergency admission to hospital. He holds British Gas responsible for this.

Mr N says in the light of Ms N's age and vulnerability (of which British Gas was aware), the duty of care it offered was "woefully inadequate". In particular, he says of the service British Gas gave Ms N there was "no joined up thinking to the extent that one engineer after another was ignorant of what previous ones had done."

When Mr N complained to British Gas, it didn't uphold the complaint. It said it had visited

Ms N's home each time within a reasonable time, although it acknowledged it was regrettable the fault was "so severe" it couldn't be resolved in one visit. British Gas also said it was very sorry to hear of Mr N's concerns about Ms N's hospital admission. It gave Mr N details of its insurers, so he could raise this issue with them if he wished.

Unhappy with this outcome, Mr N brought the complaint to us. He says British Gas should give Ms N a substantial settlement, including reimbursement of her costs in employing an additional live-in carer, which he says she needed when she was first discharged from hospital,

The investigator who looked at Ms N's complaint asked British Gas to consider offering some financial compensation to Ms N. British Gas offered to pay £350, which our investigator thought was fair and reasonable.

Mr N didn't think this compensation was adequate. He reiterated the temperature in Ms N's home fell too low – and this meant she was virtually bed-bound and feared getting out of bed due to the cold and lack of washing facilities.

In my provisional decision of 20 November 2023, I explained why, like the investigator who looked at it, I intended to uphold Ms N's complaint but also intended to award more compensation than our investigator recommended.

Both Mr N and British Gas have given me comments on my provisional decision, which has now come to me for 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.

Having done so, and for the reasons I gave in my provisional decision, I've decided to uphold Ms N's complaint. I explained my decision to award Ms N £950 in compensation for the distress and inconvenience British Gas' handling of her claim has caused her as follows:

"The insurance industry regulator, the Financial Conduct Authority, sets out rules and guidance for insurers in its "Insurance: Conduct of Business Sourcebook". One of these rules is that insurers should handle claims promptly and fairly. I've taken this into account in deciding whether British Gas has treated Ms N fairly and reasonably.

Ms N's policy says British Gas will carry out any repairs or visits she's entitled to within a "reasonable time", unless something beyond its control makes that impossible.

British Gas says when a repair it's completed doesn't fix a fault, on occasions and depending on what's causing the boiler to fail, "there can be a need for several visits". It says its technical team advises the ongoing problem with Ms N's boiler was an airlock and there are many causes of air locks in a system. British Gas says, in Ms N's case, "it seems the pump was the issue, and this was replaced, however as the air lock was already present and severe, unfortunately it did take several visits to clear". British Gas also says it gave Ms N fan heaters as a gesture of goodwill and these were used in her bedroom. I don't know when Ms N was given the fan heaters, how many she was given, or what impact they had on the temperature in her home. If either Mr N or British Gas has any information on any of these points, it would be helpful if they could let me know before I make my final decision on this complaint.

Looking at the evidence I have so far, I think Ms N would reasonably have expected it to

take fewer than seven visits from British Gas for it to fix the problems that arose. British Gas says it seems the issue was with the pump, which it says was replaced on 23 February. But from British Gas' job history, it looks as if the primary heat exchanger was also replaced (on 28 February) – suggesting the pump wasn't the only issue here. There's also a reference to another pump being ordered around 27 February, so I'm not clear if that means a second pump was then fitted and, if so, why.

British Gas says there can be many causes of airlocks and it's told us what the most common ones are. It says Ms N's system was large and heavily airlocked. It says this is common on larger systems and could point to an underlying issue, taking a few attempts to clear.

Given this knowledge – and bearing in mind Ms N was a vulnerable customer for whom having access to heating and hot water was essential – I would've expected British Gas to look for all of the more common underlying causes for the loss of heating and hot water sooner than it did. From the evidence I've seen, its engineers seem to have applied different "fixes" on different visits (though often removing airlocks). But, even on 11 March, it seems there was still a problem with the pump. Because of the resultant delays in getting Ms N's heating and hot water working properly again, and based on what I've seen so far, I think British Gas failed to carry out the repairs within a reasonable time.

One of Mr N's specific complaint points about the service British Gas gave Ms N was that there was "no continuity of care" and "no joining of dots". As an example, he says one of the last engineers to visit was unaware of the history of Ms N's claim and so was:

"ignorant of what the previous engineer had spent hours the previous day doing, ignorant of the fact that there had been no heating for 6 days and ignorant of the fact that there was a very sick vulnerable ... old lady upstairs".

I've seen no evidence from British Gas that the successive engineers who visited Ms N's home were aware of the detailed history of her claim. I think that's both unfortunate and unfair. If there had been more of what Mr N describes as "continuity of care", I think it would've given Ms N, her carer and her family reassurance that she was getting the level of service she was entitled to, especially given her vulnerabilities.

Having decided there were delays by British Gas in repairing Ms N's boiler and failings in ensuring its engineers had a good understanding of the job history, I now need to look at the impact this has had on her.

As I've said, Ms N was admitted to hospital on 2 March and was diagnosed with a urinary tract infection. She was given pain relief and medication for the infection, before being discharged on the same day.

Mr N is firmly of the view Ms N's hospitalisation was a direct result of British Gas failing to fix her boiler and restore heat and hot water to her home within a reasonable time. His view is shared by another family member, who is a medical doctor, and who was with Ms N for part of the time she was in hospital. She says both she and the on-duty doctor in the A&E Department were "certain" it was the extremely low temperatures in the house due to British Gas' "inability and delays to fix the boiler" that led to Ms N's immobility, her reluctance to get out of bed, her infection and her emergency hospital admission.

We've asked Mr N if he has independent medical evidence to show there was a direct link between Ms N's hospital admission and the lack of heating and hot water in her home. He says he hasn't and the family member I've already referred to also says no medic would venture to say there was direct causality between the lack of heating and the urinary tract

infection.

I understand Mr N would like me to find that British Gas' failings caused Ms N's hospitalisation. But, as I've previously said, British Gas has given Mr N details of its insurers for him to pursue a personal injury claim on Ms N's behalf, if he wishes. I think that's a fair and reasonable approach to this situation. It shows British Gas is dealing with the allegation seriously and the matter will be considered. It is, of course, for Mr N to decide if he wishes to pursue a claim on Ms N's behalf.

Whilst I don't intend to make a finding about whether British Gas caused Ms N personal injury, based on what I've seen so far, I think its delays in fixing her boiler caused her substantial distress and inconvenience. For this, I intend to award her £950. In making this award, I must take into account that Ms N's distress and inconvenience was relatively short-lived – days, rather than weeks or months. But I think it was also acute. Ms N was left without heating and hot water for longer than she should've been – Mr N says for six days. Detailed comments from Ms N's carer describe Ms N as being very worried about the lack of heating and hot water. They also describe Ms N starting to withdraw and curl up to conserve heat, as well as becoming increasingly uncomfortable physically (because of her health issues), the longer she was without access to central heating and hot water. Given these impacts and Ms N's known vulnerabilities, I think my intended award of £950 for the distress and inconvenience British Gas has caused her is fair and reasonable."

As I've mentioned, both Mr N and British Gas have commented on my decision.

Mr N says my recommendation of compensation is much closer to what he had in mind. But he also asks (among other things) what more can be done to make British Gas "*more responsible*" and suggests there should be a requirement for British Gas to write to him/Ms N explaining how its protocols were "*deficient*" and what it intends to do about this in the future. Mr N has also asked if my decision takes into account Ms N's age and her medical conditions/vulnerabilities.

I've taken into account all the available evidence in deciding Ms N's complaint, including the personal circumstances Mr N describes. Our role is to decide individual complaints based on the circumstances and available evidence – we aren't a regulator and so don't have the power to demand the other actions from British Gas that Mr N would like to see.

British Gas doesn't agree there was "*no continuity of care*". It says the three engineers that attended Ms N's home over the seven visits were made aware there was a vulnerable customer in the property. It says its system also made them aware the job was booked as a recall, which meant it was relating to the last job. British Gas says its engineers didn't leave a job without doing all they could on the day/evening they attended and, on some occasions, the engineer was on site for several hours. British Gas also maintains its position that Ms N's central heating system was heavily air-locked and that this is common and time-consuming on larger systems, meaning it can take "*a few attempts to clear*".

I'm not a heating engineer and must decide Ms N's complaint based on the evidence I'm given. British Gas hasn't given any detailed evidence about the specific fault(s) in Ms N's central heating system that it had to fix. Instead, it's relied on general statements about her system being "*larger*" and "*heavily air-locked*". I don't find these arguments persuasive in explaining why it took seven visits to get Ms N's heating fully functioning again.

The evidence I have on the issue of "*continuity of care*" is conflicting. While British Gas says its engineers were aware of the job history, Mr N says at least one of the engineers whom British Gas has named as visiting Ms N's home didn't know its history. Mr N says this engineer (the second to visit) said "*the previous engineer had not written down any notes*

detailing what the problem was". I find Mr N's testimony on this issue quite detailed and persuasive. And while the job may have been booked as a "*recall*", British Gas hasn't shown this meant its engineers knew the detailed history of Ms N's claim. So, while I've considered British Gas' comments on my provisional decision, they don't change my conclusions on this complaint.

My final decision

For the reasons I've given here and in my provisional decision of 20 November 2023 (which now form part of this final decision), I uphold Ms N's complaint and direct British Gas Insurance Limited to pay her £950 in compensation for the distress and inconvenience it has caused her.

British Gas insurance Limited must pay this compensation within 28 days of the date we tell it Ms N has accepted my final decision. If it doesn't, British Gas Insurance Limited must pay simple interest at the rate of 8% per year on this amount from the date of my final decision to the date of payment.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms N to accept or reject my decision before 15 January 2024.

Jane Gallacher
Ombudsman