

The complaint

Miss H complains about delays by British Gas Insurance Limited dealing with repairs when she made a claim on her insurance policy.

What happened

Miss H has cover under her policy for repairs to some of her home appliances. She made a call to British Gas in November 2019 when her oven wasn't working. Miss H was told the oven wasn't covered under the policy, but British Gas agreed to amend policy, replacing another appliance with her oven, and then arrange a repair.

A letter was sent to Miss H confirming this, a further visit was arranged and the part needed for the repair was ordered. However, there were delays carrying out the repair due to issues obtaining the correct part, and it wasn't completed until January 2020. Miss H complained about the delays.

British Gas said it wasn't obliged to repair the oven, as it hadn't been covered under the policy but Miss H disagreed; she said it had always been covered. Our investigator agreed the oven hadn't originally been covered, but said British Gas had agreed to include it in the cover and carry out the repair, and had then caused delays dealing with the repair. She thought Miss H had been caused unnecessary distress and inconvenience while she wasn't able to use the oven, which ran over the Christmas period. She asked British Gas to pay compensation of £200 for this. After considering further comments, she increased this to £300.

British Gas thought that was too much and said it would agree to pay £200. Miss H didn't think the payment was enough. So, as no agreement has been reached, the complaint has been passed to me to decide.

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.

The policy provides cover for repairs to appliances, but only those which are named in the policy statement. Having reviewed the policy documents and other records, I'm satisfied the oven hadn't been listed, and so wasn't originally covered by the policy. But when Miss H made the claim, British Gas amended the policy to include cover for her oven. So it accepted responsibility for dealing with the claim.

Having agreed to provide cover for the oven, British Gas had to deal with the claim in accordance with the policy terms. These say it will

"... carry out any repairs or visits you're entitled to within a reasonable time, unless something beyond our control make that impossible – in which case we'll let you know as soon as possible and give you another time when we can visit."

This in line with the general requirement for insurers to handle claims promptly and fairly.

I appreciate that if a part is out of stock, that's outside British Gas' control. But some of the delay was due to British Gas ordering the wrong part. This caused a delay which could have been avoided.

The delays meant it took eight weeks for the claim to be completed and British Gas has identified that three weeks of that was due to ordering the wrong part.

I appreciate that British Gas amended the policy to provide cover for the oven, which it didn't have to do. But having done so, it had to deal with the repair. Miss H was entitled to expect this would be done within a reasonable time, and in my judgment eight weeks to repair an oven is not reasonable, particularly when some of that delay was avoidable – while not all of the delay was due to British Gas' actions, some of it was.

So I agree British Gas should compensate Miss H for the distress and inconvenience caused; she wasn't able to use her oven, which meant she had to find other ways to cook, and this would have been particularly stressful over Christmas. Taking all the circumstances into account, I think the suggested payment of £300 is fair.

Putting things right

To put things right, British Gas should pay compensation of £300 to Miss H to reflect the distress and inconvenience caused to her.

My final decision

My final decision is that I uphold the complaint and direct British Gas Insurance Limited to pay the compensation set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 23 October 2020.

Peter Whiteley
Ombudsman