

The complaint

Mr J complains that British Gas Insurance Limited caused delays in dealing with a claim on his home emergency insurance policy.

What happened

Mr J made a claim on 27 June 2019 for a fault on his washing machine. It had stopped working and the door was closed with the contents still inside. An appointment was made for 2 July 2019 but British Gas failed to attend on this date.

Further attempts to attend were made but it wasn't until 3 October 2019 that British Gas attended and opened the washing machine door, allowing access to the contents. British Gas came again on 10 October and then on 17 October, when it decided the washing machine was not repairable and offered a contribution towards a replacement in line with the policy terms.

Mr J feels British Gas caused him significant trouble and upset due to the delays. He says the delay caused damage to the contents of the washing machine as they remained in there until 3 October 2019. Mr J believes he should be refunded his premiums for the time he was without a washing machine.

British Gas accepts it caused delays but insists it did try to make contact with Mr J to resolve things sooner and couldn't get through to him. British Gas doesn't think it should pay the full cost of the damaged items.

Our Investigator upheld this complaint. He was satisfied British Gas was largely responsible for the delays and said it should pay £150 for the trouble and upset caused. He also said British Gas should pay Mr J the full cost of the damages items.

Mr J didn't accept that British Gas had made attempts to contact him and felt the compensation recommended was not enough. He said the compensation British Gas had already paid was separate. British Gas agreed to pay the £150 our investigator recommended, but was only willing to pay 50% of the costs of the damaged items.

As neither party agreed with our investigator, this case has been passed 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.

The policy provides cover for repairs to Mr J's kitchen appliances or a contribution towards a replacement if the item can't be repaired. The policy terms say British Gas will carry out repairs within a reasonable time, unless something beyond its control makes that impossible, in which case it will let the customer know as soon as possible and arrange another time. And an insurer should always deal with claims promptly and fairly. So when Mr J made his claim, I think he could have expected the washing machine to be repaired within a reasonable time and for visits to be arranged with him as necessary for this to happen.

I don't intend to set out in detail the chain of events. But having looked through all the information, I'm satisfied that:

- The delay stems ultimately from British Gas' failure to attend on 2 July 2019.
- There were instances where British Gas did attend after this but Mr J wasn't available. On some of these, it didn't confirm the attendance with Mr J beforehand.
- Mr J was promised a call back on at least one occasion and this wasn't followed through by British Gas.
- British Gas did make attempts to contact Mr J between 15 August and 8 September 2019 with a view to resolving his concerns.
- When British Gas attended in October 2019, it didn't order all the necessary parts in the first instance and had to attend again.

I think Mr J did experience poor service from British Gas. As well as causing frustration, the delays left him without a washing machine for over three months and more likely than not damaged the contents of the washing machine.

Keeping in mind the above, and British Gas' attempts to make contact with Mr J, I think compensation of £150 is fair in the circumstances. Mr J says the amounts British Gas paid him previously (£20 and £100) are separate and for specific issues, but our service can consider everything that's happened on the claim to decide what's fair. And having done this, I think £150 in total is fair compensation for everything that's happened.

Mr J has provided photos of the items damaged as a result of remaining in the washing machine. I'm satisfied it was more likely than not that the damage was caused by the long period between his claim and the washing machine door being opened. I know there were some attempts to contact Mr J but there were also delays by British Gas and ultimately it all followed the failure to attend in July 2019. If it had dealt with the claim promptly in the first place, the later delays would not have happened. Taking everything into account, I think it's fair that British Gas pays the full amount of this loss.

The cost of the damaged contents has been limited to the items Mr J has been able to prove by way of photo evidence. I think this is fair. This comes to £145.98, based on receipts, evidence of the current cost to replace and what I consider to be conservative estimates of likely costs. I'm satisfied this total is a fair reflection of the likely cost for the items.

I don't consider it fair that British Gas should also refund the premiums paid during the delay on top of the compensation and payment for loss. The cover is not specific to the washing machine and ongoing cover would have applied to other appliances. The compensation addresses the harm caused and it wouldn't be fair to refund the premiums on top of that.

Putting things right

To put things right British Gas should:

- Pay Mr J £150 compensation in total for the distress and inconvenience caused to him. British Gas can deduct from this the amounts it has already paid (I understand this to be £20 and £100) leaving a balance of £30 still to be paid.
- Pay Mr J £145.98 for the damaged items.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 2 September 2020.

Peter Whiteley

Ombudsman