

The complaint

Ms H complains about British Gas Insurance Limited and their failure to repair her faulty grill.

What happened

In November 2019, Ms H's grill failed so she made a claim on her British Gas HomeCare insurance policy. British Gas attended Ms H's home on 2, 3 and 4 December and made attempts to repair the grill. Unfortunately, they were unable to do so and decided that a manufacturer engineer would need to attend.

On 17 December, British wrote to Ms H asking her to book another appointment. Ms H arranged this appointment for 31 December, between 10am and 2pm. A British Gas engineer attended that day but arrived early. Ms H explained as he arrived early, she wasn't ready for the visit so he was unable to attend. But, he told Ms H he was there to complete an annual service rather than repair the outstanding issue with the grill.

Ms H contacted British Gas on a number of occasions, through email and a previous British Gas engineer that had attended, to ask for an update on when the grill would be fixed. At some point at the start of 2020, Ms H's top oven which housed the grill also stopped working. Ms H was unhappy with the length of time it was taking to repair her grill so she raised a complaint.

Ms H explained she'd been without a working grill for what she thought was an unreasonable amount of time. And she thought the top oven was now not working due to previous attempts to repair the grill. So, she wanted British Gas to arrange for an immediate repair or pay for another cooker.

British Gas didn't uphold the complaint. But, they acknowledged that Ms H was still without a grill and booked the manufacturer to attend on 20 April. Unfortunately, this appointment wasn't completed due to the lockdown that was imposed due to the Covid-19 pandemic. Ms H wasn't happy with this response as she was still left without a working grill and top oven. And she didn't think British Gas were fair to use the pandemic as an excuse. So she referred her complaint to us.

Our investigator looked into the complaint and upheld it. She didn't think British Gas had dealt with Ms H's claim promptly and fairly. Although she acknowledged the lock down caused by the pandemic, she thought British Gas should've completed and closed Ms H's claim before then. She also thought British Gas had led Ms H to believe her grill was being repaired on 31 December, when in fact it was an annual service appointment. So, she thought British Gas should ensure Ms H's claim is successfully completed within a month of the lockdown restrictions being eased. And, she thought British Gas should pay Ms H £200 to recognise the inconvenience she'd been caused.

British Gas didn't agree with this view. They accepted they'd confused Ms H by arranging an annual service rather than a repair on 31 December. They also agreed the claim had taken longer than usual to complete. But they didn't think it was fair to hold them responsible for the delays caused by the pandemic. So, our investigators recommendation of a £200 payment was unfair. Instead, they offered to reimburse Ms H's premium of £79.20. Ms H wasn't happy with this offer. And our investigator maintained her view that a payment of £200 was fair. As British Gas didn't agree, the complaint has been passed to me for a 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, I'm upholding the complaint for broadly the same reasons as the investigator.

It's not in dispute that Ms H's claim hasn't been progressed as either Ms H or British Gas would've expected. When Ms H first made her claim in November 2019, I don't think either party would've expected the claim to be outstanding seven months later. It's clear that Ms H has been inconvenienced by the length of time the claim as taken as she's been without her grill and later her top oven for a significant period of time. I understand that Ms H had her insurance policy in place to protect against this kind of situation so feels let down with the events that have taken place. I've considered the actions British Gas have taken and decided whether I deem them to have been both prompt and fair, as I would expect to have seen. And in this situation, I don't think they have been.

After Ms H raised her claim, British Gas sent an engineer to her property on three separate occasions to try and repair the fault with the grill. I don't think it was the fault of British Gas that the fault couldn't be repaired and I think they were fair to suggest the manufacturer attend. But it's after this I think British Gas have failed to act reasonably.

I've seen they sent a letter to Ms H on 17 December asking her to book an appointment, which she arranged for 31 December. As this was sent after the visits from British Gas earlier that month, I think it was reasonable for Ms H to assume this appointment would be to repair the issue that was outstanding. British Gas have confirmed this wasn't the case, and this was in fact an annual service appointment.

I'm aware there was an issue with the time the engineer arrived at Ms H's house, meaning she wasn't ready and the appointment was cancelled. As the engineer attending was there to complete an annual service, I don't think he'd have been able to repair the issue even if he'd been able to inspect the grill. But I can understand why Ms H would've been left frustrated as she thought at the time she'd missed out on the chance to have the grill fixed. So I think the confusion British Gas created by sending the letter, and the engineer turning up earlier than the designated time slot, inconvenienced Ms H and caused her some upset that should be recognised.

I've also seen that after this date, Ms H chased British Gas on a number of occasions to ask for an update on when the manufacturer was due to attend. An appointment wasn't set until March, for 20 April 2020. Unfortunately, this appointment wasn't able to be completed due to the lockdown rules put in force due to the coronavirus outbreak. While I understand that British Gas were unable to control the fact a lockdown was put in place, and this has led to further delays, I would've expected the repair to have been completed or the claim paid out before this point. British Gas had three months to ensure the claim was completed before the lock down was put in place which I think is a more than reasonable amount of time. So, although British Gas has been unable to complete the claim due to the lockdown, I think the frustration Ms H has experienced being without a grill and a top oven has arisen from delays

caused by British Gas and should be recognised.

I've also seen that Ms H's top oven, which houses the grill, failed while the original claim was ongoing. As this top oven contains the grill, and Ms H has said the issue arose after the engineer's visits, I think on balance it's likely the fault with the grill is connected. So if the grill had been repaired or the claim paid out in a reasonable time frame, I don't think Ms H would've found herself left without the top oven as well. So, I've also considered the frustration and upset of not being able to use the top oven has caused.

I think being unable to use both the grill and top oven would've been frustrating and limiting for Ms H. Although I can't say for definite a repair could've been completed, the terms and conditions of the policy explain that in that situation Ms H would've been entitled to 30% of the cost of a new cooker. I think that if British Gas had acted fairly and promptly, Ms H would've had a repair completed or a 30% payment before the lockdown was put in place. So, to put Ms H back in the position she would've been in had British Gas acted fairly, I think British Gas must ensure Ms H's grill and top oven is either repaired or her claim paid out as per the terms and conditions within a month of being reasonably able to do so.

Our investigator has also suggested a payment of £200 to recognise the upset and inconvenience that Ms H has experienced. British Gas thought this was too much and suggest a reimbursement of Ms H's premium. But this payment isn't tied to the premium of the policy. It's there to compensate Ms H for the impact British Gas's failings have had on her over the course of the claim. And due to the length of time the claim has been ongoing, and the difficulties Ms H experienced with the appointment at the end of December, I think a payment of £200 is a fair one and in line with what I would direct in similar circumstances. So, I direct British Gas to pay Ms H £200 in recognition of the impact she's experienced.

My final decision

For the reasons outlined above, I uphold Ms H's complaint about British Gas Insurance Limited and direct them to do the following:

- Ensure Ms H's claim is completed, in line with the terms and conditions of their policy, with one month of being able to do so.
- Pay Ms H £200 to recognise the inconvenience she's experienced.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 13 July 2020.

Josh Haskey
Ombudsman