

The complaint

Mr C complains about the delay and poor service he experienced when he claimed under his appliance cover with British Gas Insurance Limited (BG).

What happened

Mr C had Homecare and Kitchen Appliance Cover with BG. His washing machine wasn't working, so he booked an appointment online for BG to attend the following week. BG didn't have all the parts necessary to complete the repair, so the engineer ordered the part and agreed a second appointment for a week later.

Mr C received a call from BG saying the part wasn't available, but it would order it. He asked to keep the appointment. BG said it would be in touch about an appointment when the part arrived.

Mr C called BG a week later to follow up on progress. BG confirmed the part had arrived a few days before. It offered an afternoon appointment for that week which Mr C accepted. He called on the day to check BG was still going to attend and it confirmed the appointment. He called to check again later that day and it confirmed again. BG didn't attend the appointment.

Mr C complained to BG. It apologised because the appointment had been cancelled due to system issues. It offered another appointment for a few days later but Mr C was going on holiday. An appointment was arranged for when he got back.

BG worked on Mr C's washing machine but needed to come back two days later with bolts to complete the repair.

Mr C complained to BG because he had taken time off work for appointments, spent money at the launderette, and generally had a poor experience. He asked BG to pay the launderette costs and, ideally, refund his full annual premium, but at least pay compensation of £300, roughly half the cost of his policy. BG made three compensation offers during the process, with its final offer being £50 plus launderette costs on receipt of evidence.

Mr C rejected its offer. After further discussion about the compensation, the complaint was passed to me to decide.

I issued a provisional decision in August 2020 explaining that I was intending to uphold Mr C's complaint.

Here's what I said in my provisional decision:

"I've decided to uphold the complaint, but I don't think the shortfalls identified warrant compensation of £176. I think BG's final offer of £126 is fair. I understand Mr C isn't happy with this, but I'll explain why I've reached this decision.

To begin with, I think it's helpful to set out a timeline of events so that we're all clear about what I've relied upon when reaching my provisional decision. I should point out that Mr C has

provided two slightly different accounts of events. This is not a criticism. It's perfectly understandable because I wouldn't expect a policyholder to record events in the way a business does. So, here, Mr C relied on memory. I've commented on this so both parties can understand why I've chosen to rely on this account of events, which will differ slightly from some of the evidence and background information. I'll indicate where the difference lies.

- *Day 1 – Mr C booked an online appointment for Day 8.*
- *Day 8 – BG's engineer attended. The part needed was in stock, but it was a two-person job. The engineer booked another appointment for the following week (Day 15). (This is where the account differs. In his call to our service, Mr C said the engineer needed to order the part, which he did there and then. I've chosen to rely on the first version – that the engineer said the part was in stock – because that makes more sense of the next event.)*
- *Day 8 (later) – BG called Mr C because the part wasn't in stock and would need to be ordered. Mr C asked to keep the Day 15 appointment because he thought it would be difficult to get a two-person appointment. BG said it would cancel and rebook when the part arrived. It would be in touch with Mr C.*
- *Day 15 – Mr C called BG for an update. BG said the part had arrived on Day 10. Mr C complained that no one had called him to arrange a new appointment. An afternoon appointment was arranged for two days later.*
- *Day 17 – Twice during the afternoon, Mr C called BG to check the appointment was going ahead. Both times BG confirmed it was. The engineers didn't arrive. Mr C made a third call and BG told him the booking was corrupted on its system. (The account differs again here. Mr C also said that BG told him it had only booked one engineer.) It apologised and said it would investigate and call back the next day.*
- *Day 18 – BG called Mr C offering an appointment for the beginning of the following week. Mr C was going on holiday, so the appointment was agreed for Day 29 after he returned. BG offered Mr C compensation for the inconvenience, which he rejected.*
- *Day 20 to 27 – Mr C was on holiday.*
- *Day 29 – Two engineers attended. They couldn't complete the repair because they needed some bolts.*
- *Day 31 – BG returned and completed the repair.*

Looking at the timeline, I think the service failures started on Day 10. Everything before then seems to be a reasonable sequence of events for a washing machine repair under the policy. At the first appointment, BG said it needed to order a part/a second person to help with the job. I wouldn't expect the engineer to have parts available for every repair given the vast range of washing machines, or to know whether it needed two people until the fault was assessed. So I think that it was reasonable to arrange a second appointment.

I can understand why BG didn't keep the Day 15 appointment available. Mr C, himself, said that it may be harder to get an appointment for a two-person job, so I wouldn't expect BG to keep two people free just in case the part arrived by then. Nor would it have been fair to ask Mr C to be available for an appointment when BG couldn't be sure the part would've arrived. So I think everything up to this point was reasonable. If BG had called Mr C and attended to the repair at the first available date after it received the part, I don't think Mr C would've been unhappy with the service. I can understand that he might've been frustrated if, when the part arrived, the appointment turned out to be later than the original one planned for Day 15, but I think he would've understood why BG couldn't hold the appointment for him.

So, the service failures started on Day 10 when BG didn't get in touch with Mr C, as promised, when the part arrived.

When he checked on progress, BG offered Mr C an appointment for Day 17, which he accepted. If BG had contacted him on Day 10 when it should've done, it's fair to assume he would've been offered an appointment at least by the same day but at the earliest Day 15 (his previous appointment). So I think BG caused a delay of two days here. Mr C raised a complaint at this point.

Mr C called twice to confirm the afternoon appointment on Day 17. At that point the engineers hadn't missed that, or any other appointment. So I don't think those calls were an inconvenience caused by BG. Nor do I think it was wrong of BG to confirm the appointment. It had a record of two named engineers due to attend. So then, at least, the appointment was still in place. Unfortunately BG didn't attend.

The reason BG didn't attend isn't particularly clear – the appointment was cancelled in error, there was a computer issue, or BG hadn't booked two engineers. Each of these were given as reasons, but I don't think the reason is important. The fact is BG didn't attend and it let Mr C down on that occasion.

Understandably, Mr C complained about the missed appointment. BG offered another appointment and a small payment (£10, then £20) by way of apology. Mr C rejected the payment because he thought the amount was insulting. He also said he was due to go on holiday, so the appointment wasn't suitable. BG offered an appointment for when he returned home which he accepted. Mr C went on holiday two days later, so I think BG was responsible for a further two days of delay here.

While the machine wasn't available to use for more than those two days after that because of BG's earlier failures, C was on holiday so he wouldn't have been using it during that week anyway. I think, and Mr C confirmed, the inconvenience was being unable to get his family's clothes ready for their holiday. He used a launderette and says he collected the washing after work. I realise it would've been inconvenient for Mr C to do that, but BG has agreed to reimburse the launderette cost. I'm satisfied that's a fair offer to resolve this part of the complaint.

BG attended the Day 29 appointment when Mr C was home from holiday and BG returned on Day 31, completing the washing machine repair. It's not clear why it didn't have the bolts needed to complete the job on Day 29 and I don't think that helped matters. Mr C complained that he needed to take another day off work for the final appointment to complete the repair. I can understand why he would've been put out by that and I agree it's a shortfall that BG should acknowledge.

Turning to BG's offer, I see that it has broken down the cost of the policy to identify how much Mr C paid to cover his washing machine. It calculated the cost to be a little under £50 for the year. Mr C doesn't think it's appropriate to break down the policy into individual elements for the purpose of compensation, and I agree. Equally, I don't think it's fair to refund the full annual cost to Mr C because the policy was available to him for the year and covered other home emergency risks.

To determine the service failures, I've broken down the events into delays caused by BG which could've been avoided. I appreciate that, to Mr C, it is a simple matter of three weeks without a machine, trips to the launderette and unnecessary days off work. But I can't ignore the fact that some of those delays were reasonable; a week was due to Mr C being on holiday, and the biggest inconvenience was the washing machine breaking down, for which BG isn't responsible.

I think it would've been reasonable for Mr C to take two days off work – one for the first appointment and one for the second for BG to return with all parts, appropriate number of

engineers, and to complete the repair. I agree that he took another two days off work unnecessarily. It's not fair for me to place a cost on those days because each person values their time differently. So I've taken them into consideration for the overall complaint. The missed appointment and failure to bring the bolts for the repair caused the wasted days and it's for those shortfalls that I will require BG to pay compensation.

It's clear to me that some of Mr C's frustration in this matter was due, in part, to him seeing numerous BG vehicles at a training event while he was still waiting for his repair. It's not fair for me to assume that had any impact on the availability of appointments but I can understand why Mr C might've been put out by what he saw.

Finally, Mr C thinks BG should've paid him a substantial amount of compensation because of the years he has been a customer. The policy is there for peace of mind and I can understand that after paying for a long time without making any claims, Mr C thought he was due better service. I agree that he was due better service but it's irrelevant whether he has been a long-standing customer or not. I think BG should provide a reasonable standard of service to all its customers. So I'm not taking into consideration the number of years he hasn't made a claim. I can understand that the policy may no longer give Mr C peace of mind because of this experience. But I can't make an award for an assumption that BG may provide a poor service in the future.

In summary, BG missed one appointment and failed to bring all parts to another appointment, meaning Mr C took time off work unnecessarily on two occasions. BG also failed to notify him when the part arrived, so it didn't arrange a new appointment as soon as it could've done. I think BG was responsible for delays of around six days in total, all of which caused Mr C frustration and inconvenience during the run up to his holiday. However, he was able to use the launderette and it's fair for BG to cover that cost. BG's most recent offer was to pay Mr C compensation of £126 in total. I've thought carefully about it, and, on balance, I think that's fair for the reasons I've given."

I said I was intending to uphold the complaint, and I am minded to require British Gas Insurance Limited to:

- pay Mr C a total of £126 by way of apology for missing an appointment, failing to bring the appropriate parts to a second appointment, not contacting him to arrange an appointment, and for the cost of using the launderette.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

BG responded to say it had no further comment.

Mr C responded to say he didn't want to invest any more time on the complaint and asked for the suggested sum to be paid.

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.

While it's clear Mr C is dissatisfied with the provisional decision, he has also made it clear he wants the matter to come to an end. As neither Mr C nor BG has provided any further information, and having looked again at the evidence, I see no reason to change my provisional findings.

My final decision

For the reasons I've explained above, and in my provisional decision, I uphold Mr C's complaint.

British Gas Insurance Limited must:

- pay Mr C a total of £126 by way of apology for missing an appointment, failing to bring the appropriate parts to a second appointment, not contacting him to arrange an appointment, and for the cost of using the launderette.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 14 October 2020.

Debra Vaughan
Ombudsman