

The complaint

Mrs F complains that British Gas Insurance Limited is responsible for poor service in connection with a home emergency insurance policy.

What happened

Where I refer to British Gas, I refer to the insurance company of that name and I include its associated plumbing and drainage company and others insofar as I hold that insurance company responsible for their actions.

From at least September 2018, Mrs F had a British Gas Home Care agreement that covered her central heating, kitchen appliances, plumbing and drainage and home electrics.

In January 2019, Mrs F called British Gas for help with an issue with her washing machine. Mrs F complained that British Gas sent the wrong type of engineer and gave her poor service.

British Gas sent a final response dated 13 February 2019. It said it was sending a cheque for £30.00. Mrs F returned the cheque and complained again in April 2019. She said she'd got someone else to look at the washing machine at a cost of £25.00.

British Gas sent a final response dated 29 April 2019. It offered to reimburse the £25.00. Unhappy with that, Mrs F brought her complaint to us on 18 June 2019.

our investigator's opinion

At first our investigator didn't recommend that the complaint should be upheld. Later he changed his view.

The investigator recommended that the complaint should be upheld. He thought that British Gas made an error in the first telephone call. Mrs F was then unable to get another appointment for the correct engineer to come and fix the problem. In the end Mrs F had to get someone else to do a temporary fix and the washing machine was still not working properly, the investigator said.

The investigator recommended that British Gas should:

1. pay Mrs F £200.00 to recognise their errors with this complaint; and
2. liaise with him or through written communication to Mrs F to arrange a white goods engineer to attend the property.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mrs F and to British Gas on 25 September 2020. I summarise my findings:

British Gas mishandled the first call and mis-categorised Mrs F's problem.

I wasn't satisfied that British Gas communicated with Mrs F as well as it should've.

Mrs F hadn't had an opportunity to respond to the British Gas comments of 9 June 2020.

Subject to any further information from Mrs F or from British Gas, my provisional decision was that I was minded to uphold this complaint in part. I intended to direct British Gas Insurance Limited to pay Mrs F (in addition to its offer of £25.00 and insofar as it hasn't already paid her) – £200.00 compensation for distress and inconvenience.

Mrs F hasn't responded to the provisional decision.

British Gas disagrees with the provisional decision. It says, in summary, that its offer is both fair and reasonable and no further gesture is due.

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 terms included the following:

“Reasonable timescales

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

So the starting point is that visits will be within “a reasonable time”. But, in my view, what's reasonable depends on the relevant circumstances, including the urgency of the problem and the availability of a suitable engineer.

The policy term has the effect that British Gas may not visit within a reasonable time if something beyond its control makes that impossible.

And, of course, a visit can only be made with the cooperation of both British Gas and the policyholder.

British Gas hasn't provided the call recording from 15 January 2019. But British Gas must've reviewed that recording before it wrote its final response letter dated 13 February 2019. In that letter it said that – during the call – it hadn't asked the right questions. So it thought there was a blocked pipe and it sent a drainage engineer.

From that, I find that British Gas mishandled the first call and mis-categorised Mrs F's problem.

Its drainage engineer tried to get someone else to attend. Mrs F wanted that to happen the same day or at another time convenient for her.

However, I can't say that a reasonable time had expired. And – as it was mid-winter – I accept that the high demand for engineers made it impossible for British Gas to offer an earlier appointment.

In any event British Gas couldn't do another visit without an appointment with Mrs F. She got

someone else to attend to her washing machine. And there's not enough evidence that she made any further appointment for British Gas to look at the washing machine in 2019.

So British Gas had only made one visit. Therefore, I don't find it fair and reasonable to direct British Gas to pay compensation for loss of earnings. In any event Mrs F hasn't provided enough detail or evidence to show her earnings or any loss.

I've reviewed the emails between Mrs F and British Gas. I'm not satisfied that British Gas communicated with Mrs F as well as it should've.

We have dealt separately with Mrs F's complaint about missed appointments for an annual boiler service in 2020. From that, I find that the policy was renewed in September 2018 and September 2019. And British Gas says that on 17 February 2020 it clipped the washing machine waste pipe to the wall.

So Mrs F can make any further appointment in the usual way. Unlike the investigator, I don't find it fair and reasonable to direct British Gas to arrange a white goods engineer to attend the property.

I've found that British Gas mishandled the first call and mis-categorised Mrs F's problem. And I'm not satisfied that British Gas communicated with Mrs F as well as it should've.

I accept that these shortcomings caused Mrs F distress and inconvenience. She was concerned about water damage and being without a washing machine. And she felt British Gas didn't care.

Putting things right

Mrs F considers that £200.00 compensation isn't enough to deter British Gas from poor service in future. British Gas considers that £200.00 compensation is too much in the circumstances. I conclude that – for the shortcomings I've found and their effect on Mrs F - £200.00 is fair and reasonable compensation for distress and inconvenience.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct British Gas Insurance Limited to pay Mrs F (in addition to its offer of £25.00 and insofar as it hasn't already paid her) – £200.00 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 24 November 2020.

Christopher Gilbert
Ombudsman