

The complaint

Mr and Mrs M have complained about the failure by British Gas Insurance Limited (BG) to repair their dishwasher during the period of UK Covid 19 lockdown restrictions whilst continuing to receive premiums.

I previously issued a preliminary decision in this case but did not receive any further information from either Mr and Mrs M or BG.

What happened

The background to this case is known to both parties, so I won't repeat it here in detail.

By way of summary, Mr and Mrs M contacted BG on 16 March 2020 to arrange for a repair to their fridge and their dishwasher under their BG HomeCare policy. A BG engineer attended the same day and said that some spare parts were needed. These were ordered but before they had arrived, on 23 March the UK was placed into lockdown because of the Covid-19 pandemic.

During April, a number of appointments were made for the repair of both the fridge and dishwasher, but these were either cancelled by BG or the engineers who turned up didn't have the necessary spare parts. Eventually the fridge was repaired on 21 April, but the dishwasher wasn't.

Mr and Mrs M then entered into a chain of correspondence with BG complaining about BG's handling of the matter. BG's email response on 28 April was that it had spoken to the engineer who'd attended on 21 April and who'd repaired the fridge but hadn't repaired the dishwasher. It said:

"Whilst he had parts required, we currently do not carry out any non-essential work due to the lockdown and social distancing instructions. This means that we will try to limit the time our engineers spend inside customers' homes. While repairs to cooling appliances are considered essential, repairs to appliances such as dishwashers or tumble dryers (as a matter of example) will not be classed as such and all work of that type will be postponed until the situation with the pandemic stabilises."

Mrs M responded that there had never been any previous suggestion that the dishwasher repair was not done for social distancing reasons and the engineers they'd spoken to had all been willing to repair the dishwasher had the parts been available. She argued that the dishwasher should have been repaired well before lockdown and that, as at 28 April, it was totally unacceptable that despite repeated promises and assurances, it hadn't been dealt with, yet they continued to pay premiums for their HomeCare policy.

BG responded to Mr and Mrs M's complaint and acknowledged that the dishwasher repair had been going on since before lockdown started, and stated:

"if it had been managed better by BG then I completely accept it would have been completed by now. Mistakes were made and wrong information was provided to you. I am sorry for the inconvenience that this has caused you and your family."

BG went on to explain that as the UK was in lockdown the directive was only to work, travel and interact with others if it is absolutely essential for the safety of customers and staff, and that it would be wrong to attend to repair a dishwasher, which was not essential, whereas a fridge was.

Mr and Mrs M didn't accept that BG could define what amounted to an essential repair without reference to the circumstances of each individual case, and what measures might be in place to mitigate the risk of harm to anyone.

BG issued its final response on 11 May. It repeated that as at 21 April, it was not carrying out any non-essential work and was only attending to emergencies, and although inconvenient, a repair to a dishwasher wasn't an emergency. It referred its approach to emergency repairs whilst social distancing measures were in place published on its website, and to its policy terms and conditions relating to the timescales within which a repair can be expected.

BG reiterated its position that it wouldn't attend to non-emergency repairs until it was safe for both its customers and its engineers alike. It said that it would make a note to contact Mr and Mrs M just as soon as it was able to schedule a return visit. It went on to say:

"Once the repair has been completed, we will address any impact that the delay has had on your family, considering the fact that this could well have been avoided if the job had been managed better."

Mr and Mrs M weren't satisfied with this response from BG, pointing out that it was sent on 11 May, the day following a relaxation in the lockdown. They argued that the guidance that BG had previously relied upon had now changed, and that in any event, social distancing had not been a problem when BG's engineers had attended previously. They again raised the point about BG continuing to obtain premium payments whilst not providing any service.

BG repaired Mr and Mrs M's dishwasher on 2 June.

As they weren't satisfied with BG's handling of the matter, and its response to their complaint, they brought it to this service. Our investigator didn't consider that BG had acted reasonably by failing to complete both repairs at the same time, or informing Mr and Mrs M prior to 21 April that they wouldn't both be carried out. She considered that it would be appropriate for BG to pay compensation of £50.

Mr and Mrs M think this figure is inadequate. They consider they should be entitled to a refund of all the premiums paid under the policy for the previous three months plus an additional sum (they've suggested £250) for all the inconvenience they say they were put

through. They've asked that their complaint be referred to an ombudsman, and it's been referred to me.

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.

I'm upholding Mr and Mrs M's complaint and I'll give my reasons.

My starting point is whether or not BG dealt with Mr and Mrs M's breakdowns within a reasonable time. The BG HomeCare policy states:

"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."

Mr and Mrs M reported the breakdowns of their fridge and dishwasher to BG on 16 March. The fridge wasn't repaired until 21 April (36 days), and the dishwasher wasn't repaired until 2 June (78 days). I need to consider whether these delays were reasonable given the circumstances of the Covid 19 pandemic.

BG has said, I consider quite reasonably, that it had to take into account government guidance and to avoid compromising the safety of its customers and staff. It therefore adopted a policy of only attending emergency cases. It took the view that the repair of a fridge was an emergency, but that the repair of a dishwasher was not. Whilst it's not for this service to say what policies a business should adopt, I don't consider that to be an unreasonable view.

Although BG had its own Covid guidance in place, I still need to consider whether BG acted fairly in the application of its guidance and whether the circumstances justified such lengthy delays in dealing with Mr and Mrs M's repairs.

According to BG's own Covid policy, the repair of a fridge was classified as an emergency. Yet it still took BG 36 days to come to repair Mr and Mrs M's fridge. Earlier appointments had been made but were not adhered to or the engineers didn't have the necessary parts with them, despite the fact that these had been ordered on or around 16 March, and had been received by BG about a week later. I don't consider that BG has adequately explained this delay.

BG has said that the dishwasher repair wasn't an emergency. But I consider that a delay of 78 days in repairing it was not reasonable even given the circumstances. As a BG engineer was going to be attending to fix the fridge on 21 April, I think it would've been reasonable for him to have repaired the dishwasher at the same visit. BG has referred to social distancing considerations, but I don't view this to be a reasonable excuse in the circumstances of this case. It would only have meant that BG's engineer would've been present for a while longer

in an environment in which Mr and Mrs M were observing social distancing for their own welfare as well as that of BG's engineer.

In addition, BG had told Mr and Mrs M that it would note that it should contact them as soon as it was able to schedule a return visit. Lockdown restrictions were eased on 10 May, but the dishwasher wasn't repaired until 2 June. So even if BG's failure to repair the dishwasher on 21 April could be justified on the ground that it was non-essential work that had been prohibited by Government direction, it hasn't provided any explanation as to why it took a further 23 days after restrictions eased before their dishwasher was repaired.

My conclusion is that BG failed to provide Mr and Mrs M with the repairs they were entitled to within a reasonable time, and that visits were not rendered impossible for the entirety of the period for which Mr and Mrs M had to wait.

Mr and Mrs M consider that they should receive a refund of premiums that they paid under their policy, and compensation.

I don't think a refund of premiums is reasonable in these circumstances. Their policy provides a range of benefits and covers repairs to a number of domestic services all of which continued to be available to Mr and Mrs M. Although BG failed to address in a timely manner the two domestic appliance repairs that were required, this doesn't mean that had an urgent problem arisen, for example a leak, or a boiler breakdown, that BG would not have acted in a timely manner. BG was continuing to provide this cover. Mr and Mrs M therefore continued to have the benefit of the policy. I don't agree with Mr and Mrs M's view that BG suspended the carrying out of repairs or refused to undertake them. It merely sought to postpone non-emergency repairs whilst restrictions were in place, as explained in its email of 28 April that I've quoted from above. And it did provide them, albeit after a long delay.

I do however consider that the delay and BG's poor communication merits some compensation.

Awards of compensation that this service can make aren't intended to fine or punish a business. This is the job of the business's regulator. If we decide a business has acted unfairly, we can award fair compensation that's a proportionate reflection of the impact a business's actions (or inaction) has had on their customer.

For us to award compensation, we need to decide that the impact of a business's actions has been greater than just a minor inconvenience or upset, more than the inconvenience and upset that happens from time to time in our day-to-day lives and in our dealings with other people, businesses and organisations.

BG has acknowledged that its service to Mr and Mrs M wasn't managed well, and I think it's clear that there was a lack of communication by BG. I take into account that this was a challenging time and that government guidelines and restrictions would've impacted on BG's ability to offer its expected level of service. But I think there was a failure by BG to manage Mr and Mrs M's expectations over this period.

I consider that Mr and Mrs M would've experienced inconvenience in being without their dishwasher, and in having to chase up BG for the repair. I consider that compensation is appropriate in these circumstances, and that the £50 suggested by our investigator isn't sufficient to reflect the level of inconvenience. I also consider that the figure of £250 that Mr and Mrs M have suggested is high by reference to awards this service might make in comparable circumstances.

My view is that the level of inconvenience in being without a dishwasher is in itself low, but that Mr and Mrs M were also frustrated and inconvenienced by the poor communication from BG. I'm therefore requiring BG to pay Mr and Mrs M compensation of £150 which I consider to be reasonable in these circumstances.

My final decision

For the reasons I've given above, I'm upholding Mr and Mrs M's complaint and I require British Gas Insurance Limited to pay them compensation of £150.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 22 March 2021.

Nigel Bremner
Ombudsman