

The complaint

Mr M has complained about delays by British Gas Insurance Limited (British Gas) in visiting to repair his kitchen appliances under his HomeCare Policy.

What happened

Mr M had a policy with British Gas for a range of kitchen appliances. Mr M contacted British Gas because the tumble dryer function on his washer-dryer wasn't working properly. The first available appointment was about three weeks later, but British Gas said it would offer an earlier appointment if one became available.

A couple of days before the engineer was due to visit, British Gas cancelled the appointment because of industrial action and government Covid-19 restrictions that had just come into force. The appointment was rescheduled for about two months later.

Shortly before the Covid-19 restrictions came into force, a British Gas engineer visited Mr M to deal with issues with the oven and microwave. However, the engineer was unable to complete the repair as he had to order parts.

Mr M complained to British Gas. British Gas explained that it had to cancel the washer-dryer appointment because of industrial action and Covid-19 restrictions. It said the washing machine function was still working and the dryer not working wasn't considered an emergency, so it was unable to visit while government restrictions were in place.

British Gas also provided Mr M with updates on the parts that had been ordered, as these were taking time to come into stock. When the parts were available, it arranged for an engineer to visit. The appointment was about two months after the first visit took place.

Mr M complained to this service. Our investigator didn't uphold the complaint. She said the delays in visiting were due to issues outside of British Gas' control. British Gas had also told Mr M that he could arrange for his own engineer to carry out the repairs and he could submit the invoice for a refund of the amount paid, which the investigator said was reasonable.

Following this, on the day an engineer was due to visit to repair the dryer, Mr M phoned British Gas to check when the engineer would arrive. British Gas phoned the engineer and left a voicemail asking him to update Mr M on when he would visit. Mr M phoned British Gas again later the same day as he hadn't heard from the engineer. British Gas checked what was happening and told Mr M the appointment couldn't take place as the engineer was on strike. British Gas rescheduled the appointment for a few weeks later. When British Gas responded to Mr M's complaint about this it agreed that it had let Mr M down and said it would monitor the forthcoming appointment.

Our investigator considered the further issues, but her view remained the same as previously.

As Mr M did not agree, the complaint has been referred to me.

I issued my provisional decision on 28 April 2021. In my provisional decision, I explained the reasons why I was planning to uphold the complaint in part. I said:

A number of issues seem to have affected British Gas' ability to visit to repair Mr M's appliances. The combination of industrial action and the Covid-19 restrictions meant British Gas was unable to visit. I think overall that was reasonable, as the Covid-19 restrictions, in particular, limited the type of visits that were allowed to take place and meant that British Gas was primarily dealing with emergencies. British Gas didn't classify any of the repairs as an emergency, which having looked at each of the issues, I think was reasonable in the circumstances.

British Gas also had to wait for some parts to come into stock before it could complete one of the repairs. British Gas' records indicate that some of the parts were "obsolete", which made them more difficult to obtain. British Gas kept Mr M up to date on progress on getting the parts. So, I don't think there was anything more British Gas could have done until the parts were available.

Mr M has said that if British Gas was unable to visit, the terms and conditions said it could send a "suitably qualified engineer" instead. So, Mr M said British Gas should have done this rather than saying he could find his own engineer and be refunded under the policy. However, British Gas had assessed that the issues weren't an emergency and therefore that it couldn't send an engineer due to the restrictions in place. That applied whether it was its own engineer or a third-party engineer. If Mr M was able to find an engineer who was able to visit while the restrictions were in place, British Gas said it would refund the cost of the visit. I think that was a reasonable offer in the circumstances.

I'm also aware that Mr M has said he first contacted British Gas several months earlier to arrange for an engineer to visit about his oven and microwave. British Gas has said it doesn't have a record of Mr M making contact at that time. I also haven't seen anything from Mr M that shows he made contact about those issues earlier, so I haven't considered this as part of the overall context of this complaint.

However, I've considered the appointment that was cancelled on the day it was due to take place. That morning, Mr M contacted British Gas to find out when the engineer was going to arrive. British Gas told Mr M that the appointment was going to take place. It was only when Mr M checked on progress again later in the day that British Gas told him the engineer was on strike and that the appointment wouldn't be able to take place.

British Gas has said that the industrial action was outside of its control. But, my concern here is that during the first phone call British Gas assured Mr M that the visit would still take place and then left a message on the engineer's voicemail. When Mr M followed up again later in the day, British Gas seemed to be aware the appointment couldn't take place due to the engineer being on strike. A call handler at British Gas, having spoken to another department, told Mr M this and said someone else at British Gas would phone Mr M within about 10 minutes. However, Mr M phoned again about an hour later because no-one had called him. Regardless of the reason why the visit was cancelled, I think that was poor customer service.

So, although I don't intend to uphold the parts of the complaint about the issues with the first appointment being cancelled and the delays in getting the parts, I intend to uphold the part about the appointment that had to be cancelled on the day. As a result, I intend to say that British Gas should pay £100 compensation for the distress and inconvenience caused to Mr M due to the customer service issues.

I asked both parties to send me any more information or evidence they wanted me to look at by 28 May 2021.

British Gas said it didn't have anything further to add.

Mr M said British Gas had told him that because it knew the make and model of his oven and microwave that the engineer would have the parts with him when he visited. However, when the engineer arrived, he said he would have to order the parts, even though Mr M had already told British Gas what the issues were. Mr M also said British Gas only told him could arrange his own engineer for the oven and microwave. British Gas didn't say he could do this for the washer dryer.

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've decided to maintain my previous decision to uphold this complaint in part and for the reasons previously given. I've considered the points Mr M raised and these don't change my decision overall.

In terms of ordering the parts, I can understand that if British Gas said the engineer would have the parts with him that it would have been frustrating that they then had to be ordered. If Mr M was provided with incorrect information, I would consider that to be poor customer service.

The parts were described as "*obsolete*" and the records suggest they were difficult to obtain and took quite a while to come into stock. So, I can't say what would have happened had British Gas ordered the parts earlier. This includes that I don't know whether the parts would have been available when the engineer visited or whether the appointment would just have been cancelled due to the lack of parts.

In terms of fixing the washer dryer, regardless of whether British Gas said Mr M could arrange his own engineer, British Gas still couldn't send its own, or a third party, engineer. This was because of the government restrictions in place. So, I still think it was reasonable that British Gas didn't send an engineer.

Putting things right

Thinking about the full circumstances of this case, including the points Mr M raised in response to my provisional decision, I remain of the view that £100 is an appropriate amount of compensation for the issues raised.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that the complaint is upheld in part. I require British Gas Insurance Limited to:

- Pay Mr M £100 compensation for the distress and inconvenience caused to him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 25 June 2021.

Louise O'Sullivan
Ombudsman