

The complaint

Mr R complains about the way British Gas Insurance Limited handled a claim he made under his home emergency insurance policy.

What happened

Mr R had a HomeCare policy with British Gas that covered him for repairs to his kitchen appliances in the event of damage or breakdown. In early 2021 Mr R contacted British Gas because he had some problems with his cooker. The fascia needed replacing and the ceramic hot plate needed to be re-sealed. An engineer attended but said they needed to order some parts, so another appointment was made for late March. But the engineer didn't keep to that appointment. Mr R complained as he said he'd taken a day off work and had to buy a takeaway for his family because it was too late to cook anything by the time he realised nobody would be turning up. British Gas apologised and gave Mr R £85 as a gesture of goodwill for the inconvenience caused. It also arranged another appointment for mid-April.

The appointment in April 2021 was cancelled. A further appointment was made but the engineer who attended didn't have the right parts with them. British Gas said the part was out of stock and it would let Mr R know when it was available. In May it said the part might not be available until July and said it had the option of writing off his cooker and contributing 30% towards a new one. Mr R said he wanted his cooker to be repaired and he complained again about the delay in doing that. British Gas said some of the delay was out of its control because the part was out of stock but accepted some of the delay was because the part had to be re-ordered as the first engineer had left the business. It gave Mr R a further £150 for the inconvenience caused by that delay. And arranged another appointment for July.

The engineer who attended in July said they could replace the fascia but it would take three weeks to repair the hot plate. Mr R agreed to British Gas's offer of writing off the cooker and contributing 30% to a new one. Its supplier had the cooker Mr R wanted and said it would cost him about £1,175, with British Gas paying about £500, which was 30% of the total cost (not including the installation fee). Mr R agreed to buy the cooker but he was told it was now out of stock. The supplier offered another cooker but Mr R said he wanted to wait for the cooker he was after. When that cooker became available again, it had gone up in price. It cost Mr R about £1,615, with British Gas paying about £650, which was 30% of the total cost (not including the installation fee). The oven was installed in November 2021.

Mr R remained unhappy because he said he was out of pocket by over £400 because of the delay in delivering the cooker. He thought British Gas should pay 50% towards the cost, rather than the 30% it's given him. More generally he didn't think it had done enough to compensate him for the delays and poor service it had provided.

Our investigator thought the £235 British Gas had given Mr R was reasonable for the inconvenience caused by the missed and cancelled appointments, and for the delay in ordering the part. But he thought British Gas needed to do more to compensate Mr R for the increase in price due to the time he'd had to wait to buy a new cooker.

British Gas didn't agree with the investigator's findings and so Mr R's complaint has been passed to me to make a final decision. I came to a different conclusion from that reached by the investigator and so sent a provisional decision to Mr R and British Gas to give them an opportunity to comment. British Gas agreed to my decision while Mr R didn't reply. So, my findings and decision below are substantially the same as set out in my provisional 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.

The terms and conditions of Mr R's policy say:

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.*

British Gas said part of the delay in repairing Mr R's oven was because the relevant part was out of stock. It believes that was something out of its control and I think that's reasonable. There wasn't much it could do to repair Mr R's cooker without the relevant part and it had to wait for that. So, I don't think British Gas should take responsibility for all of the delay in repairing his cooker.

But there's no dispute that British Gas didn't provide a very good service to Mr R between March and June 2021. It failed to keep to appointments it had made, and it had to re-order the parts it needed because the previous engineer had left British Gas. The impact of that on Mr R was that he had to take time off work unnecessarily and he had to deal with the inconvenience and stress of not knowing if and when an engineer would attend. British Gas apologised to Mr R and paid a total of £235 for that poor service. And I think that's a reasonable amount in the circumstances.

But what about the continued delays in repairing the oven and then the delays in providing a new cooker? Due to the delay in repairing Mr R's cooker, British Gas offered to write it off and contribute towards the cost of replacing it. In the circumstances, that seems like a reasonable thing to do. Mr R was initially keen to avoid that as he wanted his cooker to be repaired. But due to the continued delay and the suggestion it would take three weeks to repair the hot plate, he decided to accept British Gas's offer. Mr R says the delay was due to the unavailability of engineers at the time which meant he'd have to wait three weeks for someone to come and complete the repair. And he felt he had no choice but to accept its offer of a contribution towards the cost of a new cooker.

As Mr R's cooker was more than three years old, British Gas said it would contribute 30% to the cost of a replacement. That's in line with the terms and conditions of his policy which say it'll source the replacement from its approved supplier and contribute 30% towards the current retail selling price if the existing appliance is three years old or more. The terms also say that the policy holder can use the contribution towards an alternative model of their choice from its approved supplier.

There was a delay in providing the new cooker but I don't think British Gas should take responsibility for that delay. Mr R was keen to get a particular cooker and although it was available at the start, it had gone by the time he tried to buy it. And by the time it became available again, it had gone up in price. That's unfortunate but I don't think that was due to any poor service or mistake by British Gas. Mr R paid more for the cooker than he would

have done originally, but so did British Gas. It paid 30% of the retail selling price as per the terms of his policy and I think that was fair.

In between times, British Gas offered Mr R other, similar, cookers but he decided to wait for the one he wanted. So, on balance, I don't think it would be fair to ask British Gas to pay a larger contribution towards the cost of Mr R's new oven.

But I do think British Gas should do more to put things right. The evidence shows Mr R was keen to avoid having to buy a new cooker. And he did so only because of the delays in getting his old one repaired. As I've said, I don't think British Gas should take responsibility for matters out of its control. And the non-availability of the parts it needed was not in its control. But the delay in sending an engineer to complete the repair was something in its control. It was ultimately Mr R's decision to accept British Gas's offer to write off his cooker and contribute to a new one. But that decision might have been different had British Gas been able to repair his cooker sooner.

Putting things right

I can't say that Mr R has lost out financially due to that delay. After all, he now has a new cooker and as I've said, I don't think it would be fair to ask British Gas to contribute more towards the cost of that cooker. But I think Mr R's experienced a certain amount of trouble and upset he might not otherwise have experienced. I can understand how he might have felt pushed into making the decision to accept its offer. And he then had to wait several months to get a new cooker, even though that was not due to any fault by Mr R or British Gas. So, I think British Gas should recognise that trouble and upset by paying Mr R some further compensation on top of the £235 it's already paid. And I think an amount of £150 would be fair and reasonable in all the circumstances.

My final decision

For the reasons I've given above, I uphold Mr R's complaint in part and direct British Gas Insurance Limited to pay him a further £150 for the trouble and upset caused by its poor service.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 12 May 2022.

Richard Walker
Ombudsman