

complaint

Mrs R is unhappy with the level of service she received from British Gas Insurance Limited when she made a claim on her HomeCare policy.

background

Mrs R took out a HomeCare policy with British Gas in January 2017. The policy provided cover for her kitchen appliances.

British Gas's system notes show that Mrs R called it on 6 July 2017 to report a broken washing machine. British Gas booked in an appointment to repair the machine but the earliest available appointment was 19 July 2017. Mrs R immediately expressed her dissatisfaction with how far away the appointment was, particularly because she has young children and requires use of her washing machine. British Gas said that it tried to arrange for the appointment to be moved forward but that this wasn't possible.

The contractor visited Mrs R's property on 19 July 2017 and found that a replacement pump needed to be ordered. System notes from British Gas say that Mrs R told it the contractor had said he'd return on 26 July 2017 to fit the pump, but that on this date she didn't hear from them. The notes say that Mrs R called in and was told there was no appointment on the system but that the part had been ordered. An appointment was arranged for the next day – 27 July 2017 – and the machine was then repaired.

Mrs R is unhappy with the time that she was without a washing machine, and the cost and inconvenience of having to go to a launderette. She told British Gas that she had to go to the launderette three times at a cost of £65. She wasn't able to provide receipts but took photos while she was there.

British Gas said that, as it didn't cause the issue with the washing machine, it isn't liable for any costs associated with it not working. But it offered £100 in compensation. It says that this is £30 for the time that Mrs R was without a washing machine which is 50% of the laundry costs that she incurred; £50 for the inconvenience and upset caused including the calls Mrs R had to make; and £20 for not calling her back when it said it would.

Our investigator considered this complaint. She thought the offer of £100 was fair for the inconvenience and the service related to being without a washing machine, but thought British Gas should also cover the cost of using the launderette, so a further £65 should be paid. British Gas disagreed. It agrees there were delays but says that it was acting within the terms of the policy and thinks £100 is sufficient. So the complaint has been passed to me.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've thought carefully about everything that both parties have told me and I've decided to uphold this complaint.

It seems clear to me that it was really important for Mrs R to have working kitchen appliances, and this is the reason she took out this policy. Given this, I think that the time between reporting the broken washing machine and it being fixed was significant; around

three weeks. But although I say this, I've thought about what British Gas was required to do under the terms of its policy.

The policy document says "*We'll carry out any repairs or visits you're entitled to within a reasonable time...*" 'Reasonable' hasn't been defined, so it would appear to me that it means different things for different people. Mrs R told British Gas straightaway that it wasn't acceptable to wait until 19 July 2017 for her appointment. And I think it's clear from the telephone conversations between Mrs R and British Gas that the situation would cause her, and did cause her, significant inconvenience. While I note there wasn't a *delay* of three weeks for a working machine, there was a total *wait* of three weeks. And I don't think that a wait of almost three weeks is 'reasonable' in this situation.

But I turn next to the second part of the term which says "*...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 we can visit.*" British Gas says that a high number of claims led to low engineer availability and that when it attended the property to repair it, further parts were required. I recognise and accept that parts need to be ordered for repair work, and this isn't something that British Gas can control, although I think it's reasonably foreseeable that replacement parts might be required. But I don't think the policy term is really intended to cover situations like 'low engineer availability'. Instead I think it's more likely to be intended for situations such as extreme weather conditions.

Given everything I've seen, I don't think that British Gas repaired the washing machine within a reasonable timeframe in this particular case. And I don't think this was because of something beyond its control.

I can see that British Gas has already offered compensation of £100 to Mrs R. £20 of this relates to a telephone conversation that didn't happen when it was supposed to. I haven't seen anything to suggest that more should be awarded for that part so I accept this as fair.

I've considered the remaining amount; £50 for the inconvenience, upset and telephone calls Mrs R had to make, and £30 for the time Mrs R was without a washing machine which British Gas says is 50% of the laundry costs. It also said "*...our policy does not cover laundry costs*" and "*our offer of compensation is higher than the costs incurred.*" These statements suggest that it didn't include Mrs R's laundry costs when calculating the compensation but that the compensation happens to be higher than her costs. I also note that British Gas said during a telephone conversation it would take the laundry costs *into consideration* if Mrs R could provide receipts. I find the breakdown of the offer of compensation to be quite confusing and I think there should be a clear difference between the amount being paid for inconvenience and the amount being paid, if any, for laundry costs. So in my mind, the £80 is entirely for the inconvenience and upset of being without a washing machine, including the time and costs involved in calling British Gas.

British Gas has said it doesn't cover laundry costs. But I think it would be reasonable for it to in this case. Having said that, I note that Mrs R has given a couple of different amounts for the costs she incurred by using the launderette; with £65 being mentioned at one point and "*over £100*" at another. British Gas said it would take these costs into consideration if receipts are provided. But launderettes don't tend to offer receipts. So I don't think Mrs R can reasonably be expected to provide evidence of this.

Having the policy should 'indemnify' Mrs R which means she should be put back into the position she was in just before the machine broke. Strictly speaking, this would mean that

Mrs R shouldn't incur any costs as a result of her machine being broken. But it's important to factor in what's fair and reasonable. And it wouldn't be reasonable to expect the machine to have been fixed immediately; consumers should *reasonably* expect to have to wait for a period of time before the damage can be fixed. It just happens in this case that I've deemed the period Mrs R had to wait to be too long given everything I've seen. So I acknowledge that Mrs R having to use a launderette on one occasion isn't necessarily unfair. And by using a launderette, Mrs R is likely to have saved on various costs like electricity. But I don't think it's necessary for me to work out the exact cost of the situation. I think, based on everything I've seen and given that I think this situation could've been handled better, that British Gas should pay the full launderette cost on this occasion and in this particular case. And, as our investigator did, I think it's fair to assume the costs to have been £65 in total which was the amount referenced in a call with British Gas after the machine had been fixed.

my final decision

For the reasons mentioned above, I uphold Mrs R's complaint against British Gas Insurance Limited. It should pay Mrs R £165 in total, less anything it has already paid towards this.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 23 February 2018.

Melanie Roberts
ombudsman