

## **The complaint**

Mrs M (through her son Mr M) 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 other companies and individuals insofar as I hold that insurance company responsible for their actions.

Mrs M had British Gas cover for kitchen appliances including a washing machine. She called for help with that machine. She complained about the response from British Gas.

In its final response in October 2019, British Gas didn't uphold Mrs M's complaint. So she brought it to us later that month.

At first our investigator didn't recommend that the complaint should be upheld. He thought that – from the initial claim submission and the phone calls - it wasn't apparent that the washing machine wasn't working.

Later the investigator changed his view. He recommended that the complaint should be upheld. He thought that British Gas cancelled an appointment on the day it was scheduled. When British Gas attended, it should've recognised there was a bigger problem sooner.

The investigator recommended that British Gas should pay Mrs M £70.00 for distress and inconvenience.

British Gas disagreed with the investigator's changed opinion. It asked for an ombudsman to review the complaint. It says, in summary, that Mrs M didn't say the machine wasn't working.

## **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 covered repair or – if British Gas was unable to repair – a financial contribution towards a replacement machine. In the case of a machine over three years old the contribution was 30% of the cost of the replacement.

On 2 September 2019 Mr or Mrs M called British Gas for help. British Gas recorded the problem as the machine running slow. British Gas arranged a visit for 9 September 2019.

But British Gas rang on that morning to rearrange the visit. British Gas has said that it prioritised visits to other customers. And it says it paid Mrs M £10.00 compensation.

On 16 September 2019 British Gas visited, replaced suspension legs on the machine and made a note "*tested ok*".

On 18 September 2019 Mr or Mrs M called British Gas to say the machine was noisy. There was no mention that it wasn't working. So I find it likely that it was still working at that date.

But it was only two days after the visit. And Mrs M didn't think the machine was working properly.

British Gas visited again on 3 October 2019. On that visit, British Gas said the machine needed a spare part that was obsolete. So it involved its appliance replacement team.

From what British Gas says, its 30% contribution was about £182.00. On 8 October 2019 Mrs M had a new washing machine installed.

I note that only a short period expired from 16 September when British Gas said the machine was "ok" to 18 September when Mr and Mrs M said it wasn't working properly and to 3 October when British Gas said the machine was beyond repair.

So I find it likely that British Gas ought to have done more testing on its visit on 16 September.

I accept that - after that visit - Mrs M was without a properly working washing machine for about three weeks. And that was inconvenient for her and her family. But she's not been clear about when she stopped using the machine. And in any event, she had only told British Gas that the machine was noisy.

### **Putting things right**

Overall I find £70.00 fair and reasonable compensation for the distress and inconvenience British Gas caused Mrs M by cancelling its visit on 9 September and by not doing more testing on 16 September.

If British Gas has already paid £10.00 then I will allow it to deduct that from the £70.00.

### **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 M – insofar as it hasn't already paid her - £70.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 19 September 2020.

Christopher Gilbert  
**Ombudsman**