

## **The complaint**

Mr K complains that British Gas Insurance Limited is responsible for poor service in connection with his 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.

Mr K had kitchen appliance cover including for a fridge freezer. After visits in July 2019, he complained about poor service going back about six years.

Mr K brought his complaint to us in October 2019. British Gas sent its final response on 19 October 2019. It offered £20.00.

Our investigator recommended that the complaint should be upheld in part. She thought that British Gas didn't fit a part correctly and had to schedule another appointment to rectify this. She thought it reasonable for British Gas to cover food costs on this occasion.

The investigator recommended that British Gas should:

1. increase the compensation amount for inconvenience from £20.00 to £50.00; and
2. pay £30.00 for the cost of food loss.

British Gas agreed with the investigator's opinion. It says will agree to the increase in compensation by a further £60.00.

Mr K disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- The fridge freezer had one predominant issue and it concerns its ability to maintain the required cooling temperature.
- Had the previous engineers undertaken a thorough investigation equal to what the engineer had done on 26 April 2019 then the issue would have been resolved a long time ago.

## **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.

From the later renewal letters, I find it likely that Mr K had a policy from 27 August 2013 at the latest.

Mr K says that the fridge freezer suffered a cooling fault in around 2013. But neither he nor British Gas has provided details of a visit that year. I can see that British Gas made a visit for the fridge freezer in June 2014.

I've seen a renewal letter for the year from 27 August 2014. Since at least that time, the policy terms provided for repair or – if that was impossible or uneconomic – a percentage of the cost of replacement. In the case of an appliance over there years old the contribution was 30%.

Since at least 2014 the British Gas policy terms have said that its visit may be by its own engineers or its contractors.

I can also see that British Gas made visits for the fridge freezer in April 2015.

I've seen a renewal letter for the year from 27 August 2015. But I've also seen a letter for the year from 3 April 2016 relating to Mr K's current address. So I find that Mr K took out a new policy. I think that since then he has lived with his sister and his mother who needs to store medication in the fridge.

I can see that British Gas made a visit for the fridge freezer in March 2017.

I've seen a renewal letter for the year from 3 April 2017. And I can see that British Gas made a visit for the fridge freezer in February 2018.

I've seen a renewal letter for the year from 3 April 2018. And I can see that British Gas made visits for the fridge freezer in June 2018.

I've seen a renewal letter for the year from 3 April 2019. And I can see that British Gas made three visits in July 2019.

On the visit on 24 July 2019, the engineer suggested a "mod kit". The engineer returned to fit the mod kit on 26 July 2019.

There was another visit on 29 July 2019 when the engineer "re-fitted" a fan. From that I find it likely that he hadn't fitted it correctly on 26 July 2019. And that caused some inconvenience to Mr K and his family.

Mr K hasn't provided any details of wasted food or of take-away meals he bought. So he hasn't provided enough evidence to show a loss. But British Gas has accepted the investigator's figure of £30.00.

From what Mr K has said, I infer that the mod kit worked well. He was left with the impression that British Gas could and should have fitted it years previously. He quotes British Gas as saying it should've fixed the appliance by the third visit.

Mr K thinks some of the previous engineers were contractors and not all as good as the British Gas engineer who visited in July 2019.

But Mr K left long gaps after the visits in 2014, 2015, 2017 and 2018 before he contacted British Gas again. So – whatever it said in July 2019 – I don't find it likely that British Gas had failed to fix a single problem that had been ongoing for all those years.

As British Gas has repaired Mr K's appliance, I don't uphold his complaint that British Gas should contribute to the cost of a replacement.

Under the rules by which the Financial Ombudsman Service is bound, a business has up to eight weeks after a complaint to issue a final response. We can only investigate complaints brought to us after a final response or the expiry of the eight weeks.

After Mr K complained in about August 2019, British Gas closed his complaint in error for a few days. And it didn't send a final response within eight weeks.

But Mr K brought his complaint to us on about 11 October 2019 – before the British Gas final response dated 19 October 2019. So I don't find that its errors caused any significant delay.

There's no evidence that Mr K complained to British Gas about increased premiums before he brought his complaint to us. So – in the absence of consent from British Gas – Mr K's complaint about that will have to be dealt with separately.

### **Putting things right**

Overall I find it fair and reasonable to direct British Gas to pay Mr K – in addition to its offer of £20.00 – a further £60.00 for distress and inconvenience including any loss of food.

### **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 Mr K (insofar as it hasn't already paid him) £80.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 27 July 2020.

Christopher Gilbert  
**Ombudsman**