

## **The complaint**

Miss L 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.

From 11 December 2018 Miss L renewed a British Gas policy that covered kitchen appliances including her fridge. She agreed to pay the yearly premium of £112.50 by ten instalments of £11.25.

The policy terms provided that if British Gas couldn't repair an appliance, it would pay a percentage of the cost of a replacement. This contribution would be 100% if the appliance was up to three years old and 30% if it was more than three years old.

Miss L's family unit included a vulnerable child.

Miss L's fridge was more than three years old. It broke down on 8 July 2019 in hot weather. On 10 July 2019 the first British Gas engineer visited and ordered a spare part.

The second appointment was booked for 12 July 2019, but the part wasn't going to arrive in time. British Gas didn't tell Miss L even when she called on 11 July 2019.

The part then arrived and the second British Gas engineer visited on 18 July 2019. But he said the back wall of the fridge had blown, so it wasn't repairable. British Gas gave Miss L a voucher for about £85.00 representing 30% of the cost of a new fridge.

Miss L complained that the first engineer should've said her fridge wasn't repairable. British Gas sent a final response dated 13 August 2019. It said it would send her £50.00 and write off three instalments totalling £33.75. Miss L brought her complaint to us the same day.

### *our investigator's opinion*

Our investigator recommended that the complaint should be upheld. She thought that if the fridge had been turned off between visits the replacement would've been avoidable. She didn't think it was fair to consider the age of the fridge if the damage that caused it to break was avoidable. So she thought that Miss L should receive 100% of the cost for a new fridge rather than 30%. The investigator recommended that British Gas should send Miss L the 70% difference.

### *my provisional decision*

After considering all the evidence, I issued a provisional decision on this complaint to Miss L and to British Gas on 25 June 2020. I summarise my findings:

On balance I didn't find that the wall had blown on 10 July.

Miss L was without a working fridge from 8 July and that made it impossible to keep fresh food. But I couldn't say that it was unreasonable for British Gas to order and await parts before on 18 July it decided the fridge wasn't repairable and it issued its voucher towards a replacement.

I was minded to find that the £50.00 plus the rebate of £33.75 was enough to fairly compensate Miss L for the distress and inconvenience caused by the shortcomings I'd found in the service of British Gas.

Subject to any further information from Miss L or from British Gas, my provisional decision was that I wasn't minded to uphold this complaint. I didn't intend to direct British Gas Insurance Limited to do any more in response to this complaint.

British Gas hasn't responded to the provisional decision.

Miss L disagreed with the provisional decision. She says, in summary, that:

- On the first visit the engineer didn't pull the fridge out and look at the back. He didn't take any steps other than to look inside the fridge.
- As a result the fridge was left on. Either the back wall had already blown at that point or the first engineer caused it to blow in between visits.
- The second engineer said the first engineer didn't write the fridge off because of it negatively impacting his performance.
- The £80 offered wasn't fair for the loss of food, the chasing, the phone calls, the failed promises, loss of annual leave and the lack of contact and the delays.
- Although British Gas said it tried to contact her, this absolutely did not happen.

### **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.

British Gas has said that on 10 July the back wall of the fridge hadn't blown. But the final response included the following:

*"On arrival the [second] engineer confirmed that your appliance was beyond economical repair, as the back wall had blown. I have spoken to the Service Manager for your area who confirmed that he would have expected the initial engineer to identify this, however, fitting the part may have resolved the issues for a short time"*

Miss L says she overheard a telephone conversation between the second and first engineers. She says that the first engineer had been reluctant to write the fridge off in case that affected his rating and reward. The final response said that wasn't correct but it apologised for the unprofessional comments.

The first engineer later said the following:

*"I remember [second engineer] ringing me saying the wet wall had blown due to the blockage and he had to write the unit off"*

Our investigator thought that meant that - by leaving the fridge turned on between visits - British Gas caused damage that wasn't repairable. So she didn't think the fridge was beyond repair on 10 July 2019.

I haven't seen enough technical evidence about the mechanism of failure of the fridge. I consider that the best evidence of its condition on 10 July 2019 comes from the first engineer as he inspected it that day. The second engineer inspected it a week later and I don't think the Service Manager inspected it at all. So on balance I don't find that the wall had blown on 10 July 2019.

Miss L was without a working fridge from 8 July and that made it impossible to keep fresh food. But I can't say that it was unreasonable for British Gas to order and await parts before on 18 July 2019 it decided the fridge wasn't repairable and it issued its voucher towards a replacement.

I don't think there's enough evidence that British Gas caused the fridge to become beyond repair.

Miss L's fridge was over three years old. I don't find it fair and reasonable to direct British Gas to pay any more than 30% of the cost of a replacement.

British Gas didn't communicate properly with Miss L. In particular, when she rang on 11 July 2019 to change the appointment from morning to afternoon on 12 July, British Gas should've said that the visit couldn't go ahead because the spare part wouldn't be available. An engineer cancelled the appointment but didn't tell Miss L.

The effect of this on Miss L was that she wasted an afternoon off work and she had to chase up British Gas. British Gas then didn't ring her back as promised. She also encountered some difficulty in getting the voucher on 18 July. So Miss L was put to some inconvenience and upset.

However, I find that the £50.00 plus the rebate of £33.75 was enough to fairly compensate Miss L for the distress and inconvenience caused by the shortcomings I've found in the service of British Gas.

### **My final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct British Gas Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 27 August 2020.

Christopher Gilbert  
**Ombudsman**