

The complaint

Mrs P complains about British Gas Insurance Limited's handling of a claim involving a washing machine under her home emergency policy.

Mrs P is represented by her daughter Miss P in her complaint.

Any reference to British Gas includes its agents and contractors.

What happened

Mrs P's washing machine developed a fault. She made a claim to British Gas. It was agreed her policy would provide for a replacement.

Mrs P is partially sighted. Miss P explained this to British Gas during the phone calls when the replacement was arranged. She says the replacement machine it offered looked like it had operating instructions in grey writing on a white background. This would be difficult for her mother to read. Miss P suggested alternative models that would be more suitable. British Gas couldn't provide these.

British Gas offered vouchers so Mrs P could put this toward the cost of an alternative machine. Miss P says that because of Mrs P's health condition the washing machine had to be replaced immediately. She couldn't wait for vouchers to be provided, and then wait for the retailer to deliver the machine. Because of this she accepted the machine British Gas offered. Miss P says she was told she could return the machine if there was a problem within 28 days.

Miss P says the machine can't wash the same amount of laundry as the old one. This means additional costs in electricity and water. She also says her mother can't operate the machine as she can't see the writing. She contacted British Gas but it wouldn't replace the washing machine. It says there's no fault and Miss P was aware of the model, and all its features, before she accepted it. It also says the washing capacity is the same 6kg capacity as the old one.

As British Gas wouldn't replace the washing machine Miss P referred the complaint to our service. Our investigator didn't uphold her complaint. She says the option to return the machine within 28 days was related to faults. Miss P was aware of the model being provided and accepted it. She was offered an alternative in the form of a voucher towards a different machine but declined this option. Because of this she thought British Gas had been fair.

Miss P didn't agree and asked for an ombudsman to review the complaint.

It's been passed to me to decide.

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.

Having done so I've decided not to uphold Mrs P's complaint. I understand she will be disappointed, but I will explain why I think my decision is fair.

Mrs P's policy includes Kitchen Appliance Cover. The policy terms say this provides, "*unlimited repairs to your selected kitchen appliance(s)*". In addition, it says:

"A contribution toward a replacement appliance if we can't repair it or we decide it will cost less to replace than repair".

Miss P says British Gas didn't attempt to repair the machine. She says this would have been preferable and probably quicker.

We asked British Gas why a repair wasn't attempted. It says its process is to ask its customer questions and assess whether a repair attempt is worth trying or if a replacement is the better option. It says consideration is given to the likely time taken to source parts, engineer availability in the locality and how repairable certain makes and models are known to be.

British Gas says the main factor for the decision to replace the machine was engineer availability. It says a lot of engineers were off ill with Covid-19 or having to self-isolate at the time. This meant long waiting times in Mrs P's area. British Gas says the washing machine had been manufactured from November 2010. It didn't know the exact purchase date but was aware it was over three years old. It says its policy terms allow a 30% contribution in this scenario, but it "*uplifted*" this to the full replacement cost in this instance.

I have read the policy terms, under the section on kitchen appliances. This confirms what British Gas says about the 30% contribution allowance for appliances three years and older.

I have thought about Miss P's view that a repair would've been quicker. I can understand Mrs P needed a working machine as soon as possible. But based on the rationale provided I think British Gas's approach to provide a replacement machine, was reasonable. I don't think Miss P has shown that a repair attempt will have been quicker or that a repair was possible.

Miss P was told she could accept a similar replacement model supplied by British Gas. Alternatively, it would provide vouchers for the value of the replacement. Mrs P could then put this toward the cost of an alternative.

I've listened to two calls Miss P had with British Gas to understand what was discussed. It's clear she was aware of the model of washing machine being offered. She was able to look this up online. I understand this is why she raised concerns with the size and colour of the writing used on the washing machine. Miss P suggested several alternatives which the call handler checked. Unfortunately, she confirmed these models couldn't be supplied. The option of vouchers as an alternative was discussed several times during the calls.

During the phone calls Miss P was clear her mother needed the replacement machine immediately because of a health condition. She couldn't wait for vouchers, to buy a machine elsewhere and then wait for the retailer to deliver. The call handler suggested vouchers could be made available within 24 hours. Miss P said it would still take at least seven days for a machine to be delivered based on what she could see online.

In the call Miss P agreed to receive the model offered, albeit reluctantly. The call was then passed to another call handler where payment was taken to cover the cost of installation and disposal of the old machine. It was during this call that Miss P says she was told she could return the washing machine if there was a problem.

Having listened to the call I don't think this is what was said. The call handler says Miss P should make sure there are "*no cracks or bumps*" when the machine is delivered. If she does notice a problem, she shouldn't accept the delivery but should "*send it back*". He also says she has "*28 days to tell us if there is a problem so that we can fix it for you*".

British Gas says it will take back the machine if it's faulty, but there isn't a fault here. I think this is what its call handler was explaining to Miss P during the call. If a fault was found the machine could be returned. But I don't think she was told a return was possible if she subsequently found the writing on the machine was unsuitable for her mother.

I acknowledge Miss P's comments that she proposed alternatives available online, through the company British Gas used to supply, deliver and install the replacement machine. We asked British Gas for its comments on this point. It says not all appliances on the market are available to it from its suppliers. It says it tries its best to accommodate requests from a customer, but this isn't always possible.

During the call it's clear the call handler did check to see whether the machines Miss P wanted could be supplied. They weren't available. I can understand she was disappointed, but I don't think she has shown that British Gas failed to offer a machine that was available to it from its supplier.

Miss P has explained the impact of her mother's health condition, and why a washing machine is a necessity. I understand why a speedy replacement was important in these circumstances. And I can understand that this was a stressful situation for both her and her mother. I'm sorry they found this upsetting. But I think British Gas behaved reasonably when offering to supply a similar model, or the option of vouchers toward the cost of an alternative machine of Mrs P's choice. I accept the replacement machine was needed quickly, but I don't think the business could've done anything more under the terms of Mrs P's policy to arrange this more quickly.

I have thought about Miss P's view that the replacement machine is smaller, which reduces the laundry load it can handle. Also, her comments that there's no countdown timer or alarm like the old one had.

My understanding is the drum capacity of a washing machine is the load measured in kilograms. This is how much laundry the machine can handle in one wash. From what I've seen British Gas and Miss P confirm the drum capacity of both machines is 6kg. I understand the dimensions of the new machine are slightly smaller. But the load capacity of both machines is the same. Based on this I don't agree that British Gas has supplied an inferior machine in relation to load capacity.

Miss P was aware of the model of washing machine being provided. If she wasn't satisfied with the features, she had the option of vouchers and putting these toward a different machine. From listening to the calls, I think British Gas did try to assist Miss P as best it could within the limitations of the policy. Ultimately, it provided a replacement in line with the policy terms. Miss P says she had no choice but to accept the replacement offered. But I don't think this means British Gas should replace the machine that she agreed to have fitted.

Miss P says she was promised a call back within 24 hours but had to wait five days for British Gas to make contact. We asked British Gas about this. It says its process is to call a customer back within five working days once a claim has been made. It says the claim has to be validated before it's able to contact the customer and confirm next steps. It says its records don't show it told Miss P she would be contacted within 24 hours.

I don't doubt Miss P's recollection of her initial phone call with British Gas. I understand the

pressing need to have a working washing machine in place for her mother. It must have been frustrating when this took longer to arrange than she expected, especially given her understanding that a call would be received within 24 hours. But based on the evidence British Gas followed its established process when handling the claim. On balance I accept Miss P's expectations probably weren't managed, with respect to the call back. But I don't think it was reasonably possible for the washing machine to have been replaced quicker than it was.

One final point Miss P has raised is that on installation the engineer ran a "*clean cycle*" without asking if this was okay. She says it wasn't then possible to return the machine in an unused state. I acknowledge her comments, but there is no indication the machine was faulty. So, there was no opportunity to return it regardless of the cycle that was run.

In summary having considered all of this I don't think British Gas treated Mrs P unfairly in how it handled her claim. So, I can't reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 6 April 2022.

Mike Waldron
Ombudsman