

## **The complaint**

Ms L complains that when her tumble dryer broke down British Gas Insurance Limited didn't repair it within a reasonable time, so she needed to replace it. They've offered her 50% of the cost of her new tumble dryer, but she wants them to cover the whole cost of the replacement.

## **What happened**

Ms L has cover for her kitchen appliances, including her tumble dryer with British Gas. In July 2022 Ms L's tumble dryer broke down and she contacted British Gas to arrange a repair. An engineer attended on 19 July 2022 and repaired the tumble dryer. But it broke down again on 12 September 2022.

Ms L contacted British Gas and they sent an engineer the same day. He told Ms L that parts were required, and a further appointment was arranged for 23 September 2022.

On 19 September 2022 British Gas tried to call Ms L to tell her they'd been a delay with the parts. They couldn't contact her as they had the wrong number. But she was made aware that the appointment for 23 September 2022 was cancelled. Ms L raised a complaint about the cancelled appointment and told British Gas she needed to buy a new tumble dryer as she had no way to dry clothes.

On 24 September 2022 Ms L bought a new tumble dryer costing £230. She says she didn't receive a response from British Gas until 10 November 2022, when they asked her to provide proof of purchase of her new machine. She sent this to them the same day, and on 16 November 2022 they offered her £69, 30% of the cost, which they said was in line with the policy terms and conditions.

Ms L says she replied to British Gas the same day pointing out that as her machine was under three years old, the terms and conditions said she was entitled to 100% of the cost of a new one. She heard back from them on 18 November 2022 saying that as her old tumble dryer hadn't been deemed beyond repair, and as she'd made the decision to replace it without their agreement, they'd only contribute 30% towards her new machine. This offer was later increased to 50%, which Ms L didn't accept.

British Gas replied to Ms L's complaint on 23 December 2022. They said they'd tried to call her about her complaint on 27 September 2022 and text her on 4 October 2022 but weren't able to contact her as they had an incorrect number. They were able to contact her on 17 November 2022 to let her know that they had the parts for her machine, but she'd bought a replacement by then.

British Gas acknowledged that they'd been a lack of updates from them, but said the terms and conditions of Ms L's policy said that if they weren't able to repair her machine, and decided to replace it, they'd source a replacement from their approved supplier. But given the delay and lack of updates they'd increased their offer to 50% of the purchase price which she hadn't accepted.

To recognise the level of service she'd received British Gas offered Ms L £60 compensation but weren't prepared to increase their offer of 50% towards the cost of her new tumble dryer.

Ms L wasn't happy with this and complained to our service.

Our investigator considered the case and upheld Ms L's complaint. She said British Gas should increase the amount they'd offered Ms L by £55, so she received the full cost of the new tumble dryer she'd purchased.

She agreed that under a strict interpretation of the policy, Ms L was only entitled to a contribution towards the cost of her new machine. And she accepted that there was no evidence that Ms L's tumble dryer wasn't repairable. But given the time it took British Gas to contact her, the missed appointment, and the delay in getting parts, she didn't think it was unreasonable for Ms L to buy a new machine. And if she hadn't bought one, she'd have been without a tumble dryer for at least nine weeks.

Ms L accepted our investigator's opinion, but British Gas didn't. They said a tumble dryer isn't an essential appliance. Ms L's machine could have been repaired, and although this would have involved a longer wait than she'd have liked, the delay in obtaining the parts was beyond their control.

They also said that they'd tried to contact Ms L but due to a system error had an incorrect number for her. And they consider it was unreasonable for her to replace the tumble dryer 12 days after she reported a problem, without contacting them first. And as she took this route, and decided not to engage with them, they consider their offer to be more than fair and reasonable.

The case has now come to me for decision.

### **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.

As British Gas have said the terms and conditions of Ms L's say that they'll provide a contribution towards a replacement appliance, if they can't repair it, or decide it's cheaper to replace than to repair. And that they'll source the replacement from their approved supplier. Ms L has provided proof that her tumble dryer was less than three years old so the contribution would be 100% of the cost.

Ms L purchased a replacement only 12 days after she reported a problem with the tumble dryer to British Gas, and without contacting them to get approval, and this might seem unreasonable. But I also need to consider the actions they took.

Ms L had an appointment for a further engineer's visit on 23 September 2022. This was cancelled by British Gas and she raised a complaint. It was after this that she bought the new tumble dryer.

After cancelling that appointment Ms L didn't hear from British Gas until 10 November 2022. They accept there was a delay but blame a system error for the wrong telephone number being recorded. But they'd been able to contact her before and had a correct number then. So I'm not satisfied British Gas did all that they could to contact Ms L and keep her informed.

When British Gas contacted her on 10 November 2022, they asked for proof of purchase and offered her 30% of the cost of her new machine. It was only when she pointed out she

was entitled to a 100% contribution that they said they hadn't approved the purchase.

And it wasn't until 17 November 2022 that the parts for her old machine were available. While the timescale for delivery of parts may have been out of the control of British Gas, if Ms L hadn't taken the action she did, she'd have been without a tumble dryer for over two months. British Gas may think a tumble dryer isn't essential. But Ms L had told them she couldn't dry clothes without one, so it was essential for her.

So even though Ms L bought her new tumble dryer shortly after she'd reported a fault, I don't think she acted unreasonably. She'd already been without her machine for 11 days when the further engineer's appointment was cancelled. And I don't think British Gas can really believe it would have been reasonable to expect her to wait until 17 November 2022, for parts to be available.

While the terms and conditions of the policy provide for British Gas to source any replacement appliance, Ms L bought a reasonably priced replacement. So she's not asking them to pay for a really expensive appliance they could have sourced more cheaply.

So given the lack of updates and time Ms L would have been without a tumble dryer had she waited to hear from British Gas, I'm persuaded she acted reasonably and that she shouldn't be out of pocket because she needed a replacement machine.

So I require British Gas to increase the compensation they've offered Ms L to £230, the sum she paid for her new tumble dryer. It's not clear if they've paid the sums previously offered to Ms L and this sum is inclusive of any such payments.

### **My final decision**

For the reasons set out above my final decision is that I uphold Ms L's complaint about British Gas Insurance Limited.

And to put things right I require them to pay her compensation of £230, the sum she paid for her new tumble dryer.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms L to accept or reject my decision before 19 April 2023.

Patricia O'Leary  
**Ombudsman**