

## **The complaint**

Mr E complained about the way in which British Gas Insurance Limited ('British Gas') handled replacement of his washing machine under his home care policy. For the avoidance of doubt, the term 'British Gas' includes its agents, suppliers and representatives for the purposes of this decision letter.

## **What happened**

Mr E's tenants had been experiencing problems with the washing machine at Mr E's property in the autumn of 2024, and Mr E contacted British Gas in February 2025 as he had a home care policy with it at the relevant time. British Gas couldn't repair the machine, and so it agreed to replace it, although it relied upon the policy wording in stating that it would contribute only 30% to the cost of the new appliance. It also stated that the machine it offered was the only one that would fit. Mr E decided to accept the replacement rather than accepting a voucher in the light of the British Gas advice.

In the event, the replacement washing machine hinges and fittings didn't align with the doors. Mr E felt that he could have purchased a suitable machine for £259 with an installation cost of £115 whilst he'd paid British Gas £337.26 more than if he'd accepted a voucher. He also felt that there had been communication delays. Mr E complained to British Gas; however, it considered that it had acted in a fair and reasonable manner. It provided £50 in compensation to apologise for delays and for the style of communication. Mr E remained unhappy and referred his complaint to this service.

The relevant investigator didn't think that British Gas had done anything substantially wrong as the replacement machine was of the right dimensions to be fitted and integrated into the kitchen. He felt that the hinge location was the issue, however this didn't affect the functionality of the door or washing machine which he said was a better match to the original machine. It was his view that *British Gas* had acted fairly and in line with the policy terms when replacing Mr E's washing machine.

Mr E was unhappy about the outcome of his complaint, and the matter has now been referred to me to make a final decision in my role as Ombudsman.

## **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 key issue for me to determine is whether British Gas treated Mr E in a fair and reasonable manner in relation to replacement of his washing machine, and as regards the compensation of £50 offered for service failures. I consider that British Gas did act fairly and reasonably in its response to this complaint, and I'll explain why. In reaching this decision, I've also considered the submissions of the parties as summarised below.

Turning firstly to Mr E's submissions, he said that his old washing machine had been repaired by British Gas several times, but it had eventually agreed it should be replaced, and

Mr E acknowledged that he would need to pay 70% of the replacement costs. He was told by British Gas that the appliance had to be a particular machine as it was the only machine where the door would fit and the British Gas agent told him that they'd looked at the measurements and that the door would definitely fit. He asked if he could have a cheaper model and was told that he could, or that he could *'use the contribution value voucher for £178.36 to spend'* at particular stores. He said that he agreed to proceed with the expensive recommended machine on this basis. Contrary to the assurances, the door didn't fit and *'had to be made to fit by cutting new hinges and fittings.'* In essence, he felt that he'd paid £337.26 more than was necessary because of the inaccurate statement.

Mr E referred to the first option, being a replacement machine of similar specification, and the machine it recommended would cost £594.54. After a deduction of 30%, the contribution would be £532.90 to include fitting and disposal. The second option was a voucher to purchase any machine of Mr E's choosing to the value of £178.36. He agreed that he took some time to consider these options to ensure that if he purchased a machine from a store that it would fit into the existing space, and he did indeed find a suitable machine at a price of £259 and £115 for fitting. He said that the specification didn't provide enough information to make a judgement on whether the door would fit and didn't want to make the door to fit unless absolutely necessary. Mr E spoke to British Gas about the two options and his question *'centred around the door fitting'*.

In summary, Mr E said that he decided to opt for the more expensive machine based entirely upon this assurance that the door would fit and wouldn't have to be altered. He said that when he saw the work, he was appalled to see that the door obviously didn't fit and had been made to do so by drilling new hinge holes into the door and leaving gaps where the old hinges had been. He rang British Gas immediately asking for the machine to be removed so that he could proceed with option two. Nearly 10 days later, Mr E received a blunt refusal.

Mr E said that British Gas had focused on the damage to the door and the contribution percentage which he'd accepted *'without any issue'*. However, he said that these points weren't central to his complaint. His complaint regarding the door was that it *'had to be made to fit as I had been assured the machine would fit without damaging the doors by moving the hinge fittings'*. Mr E considered the investigator had moved away from the crux of the issue and commented on the quality of the machine, and that altering the door didn't affect the functionality of the machine. In summary, Mr E reiterated that the root of the complaint was that he'd opted for a more expensive machine which was mis-sold due to false assurances.

I now turn to the submissions made by British Gas in response to Mr E's complaint. It referred to its work to attempt to fix the original washing machine. It confirmed in February 2025 that there was nothing more it could do, and a referral was raised to its appliance replacement team. It explained that the terms and conditions of the relevant policy provided for a contribution to be made towards replacement of a machine if it couldn't repair it or if it would cost less to replace than to repair it. It said that it would source the replacement from its approved supplier. It would make a 100% contribution if the appliance was less than three years old, dropping to 30% if it was three years old or more. It said that it wouldn't offer cheaper appliances than the original machine *'as this would be considered a downgrade...'* It offered the option of vouchers, to give the customer flexibility as it appreciated that some customers might decide to purchase a cheaper model with less functionality.

British Gas noted that initially, Mr E was unhappy that he had to contribute 70% of the cost of a new appliance. Having contacted Mr E, he then sought a part refund as he felt that he was made to buy a more expensive washing machine than he'd needed to. British Gas reviewed photographs of the work and acknowledged that hinges had to be moved to accommodate the new machine and said that this was unavoidable. British Gas had referred Mr E's concerns to its supplier; however, he hadn't wanted to proceed with a claim of

damage to the doors but instead stated that he was unhappy with what he had contributed towards the new appliance.

British Gas gave details of the replacement model which it had offered to Mr E and for the voucher of £178.36. It said that the replacement was the best match and the most suitable like for like replacement available at the time. British Gas said, *'had we offered a cheaper appliance that would have fitted this would have been classed as a downgrade and not a suitable replacement for what you had.'* It noted that it was Mr E who had made the choice to go ahead with the appliance that it had offered. As such, it didn't consider that it should reimburse a portion of the price which Mr E had paid for the machine. Following review of the complaint, British Gas apologised for the dissatisfaction expressed by Mr E. It acknowledged that there may have been a delay in its supplier contacting Mr E and that it could have come across as being abrupt. It therefore issued a cheque in the sum of £50 in compensation to recognise these failings.

I now turn to the reasons for not upholding Mr E's complaint in this instance. I note that Mr E's complaint is that the replacement washing machine had to be made to fit despite British Gas assuring him that this was the only machine that would fit. I've considered the wording of the relevant home care policy, as this forms the basis of the insurance contract between the insurer and the customer. In relation to kitchen appliances, the policy is clear that British Gas will cover; *'A contribution towards a replacement if we can't repair it or we decide it will cost less to replace than to repair. We'll source the replacement from our approved supplier and make the following contribution based on their current retail selling price: - 100% if your appliance is less than three years old - 30% if your appliance is three years old or more... You may use our contribution towards an alternative model of your choice....'*

Turning to the crux of the issue, I've listened to the telephone call of 11 February 2025. From this call, it's clear that the question of whether the door would fit was an important issue for Mr E. I'm also satisfied from this evidence that British Gas did assure Mr E that the door would fit and agreed with him that an alternative of his choice might not fit. It also confirmed that fitting wouldn't be a problem when it came to installation. It offered the alternative of a voucher for an appliance purchased from certain stores, or a 30% contribution for the replacement that British Gas offered, and Mr E chose the latter.

Whilst the washing machine did fit the space, the hinge locations had to be adjusted. From the clear photographs, this resulted in a less than perfect finish to the inside of the door. I note that Mr E felt that if he'd known that buying the replacement from British Gas would mean that the hinges would have to be adjusted, he would have chosen the voucher and purchased a different model at a large saving.

I must consider what should reasonably have been understood from the telephone conversation of the 11 February 2025. When giving assurance that the door would fit, I'm satisfied that it would be reasonable to assume that this was an assurance that the machine wouldn't protrude so preventing the door to close, and that it would fit the space. However, in giving an assurance that *'fitting wouldn't be a problem'*, this is a more finely balanced issue. Clearly, the reconfiguration of hinges was possible and indeed was achieved, however it's arguable that this wasn't achieved without some difficulty or problems. I therefore consider that it would have been preferable if the representative had made it clear that, whilst the fitting of the new machine wasn't a problem, an adjustment of the hinges to the door might nevertheless be required. This would have avoided any misunderstanding. Nevertheless, I don't consider that the assurance given by British Gas discounted the possibility of some hinge adjustment to the door. In all the circumstances. I don't consider that the representative's response to Mr E constituted a false assurance.

In any event, I'm not satisfied that a clearer explanation would ultimately have made a

difference. Whilst ensuring that the door would fit was an important question for Mr E, I've no doubt that he would also have had the make and model and functionality of the new machine in mind. He would also have been mindful of the price difference between the machine supplied by British Gas and one which he could purchase independently. I understand that Mr E did take some time to consider his options and therefore, I can understand why he may have later regretted his choice. Nevertheless, I can't say that British Gas has acted in an unfair or unreasonable manner in this case.

As for the £50 compensation offered by British Gas in relation to its acknowledged service failures, I consider that this is in line with the service's published guidance for such failings. It recognises that the British Gas handling of the matter could have been better. I appreciate that this will come as a disappointment to Mr E, particularly after having taken the time and trouble to diligently set out his complaint in detail. However, in this case, I'm satisfied that, as long as British Gas has paid the compensation sum of £50 to Mr E, I don't require it to do anything further.

### **My final decision**

For the reasons given above, I don't uphold Mr E's complaint, and I don't require British Gas Insurance Limited to do any more in response to his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 22 November 2025.

Claire Jones  
**Ombudsman**