

## **complaint**

Mr S complains that British Gas Insurance Limited acted unfairly and unreasonably when dealing with his claim under an insurance policy. He wants the cost of the access work done refunded and compensation.

## **background**

Mr S had a kitchen appliance policy with British Gas. His dishwasher had a problem so British Gas sent an engineer to assist. But the engineer told Mr S that he couldn't gain access to the dishwasher due to the floor being laid after the dishwasher had been installed. Mr S contacted British Gas and was told he was covered for up to £1000 for the costs of gaining access so he could get the work carried out and then reclaim the cost. Mr S did so, but British Gas refused to pay for the access costs.

Mr S complained to British Gas. It said its engineer told Mr S twice that he would have to sort out access to the dishwasher as it wasn't something British Gas would do in the circumstances. British Gas agreed that its call centre staff then told Mr S the access costs of up to £1000 would be repaid, but explained this was incorrect due to the terms and conditions of the policy – permanent flooring had been installed preventing access which was excluded from the access cost offer. British Gas refused to repay the access costs as Mr S had been told by an engineer that it wasn't a matter for British Gas and in any event Mr S would've needed to get the work done to have a working dishwasher. It sent £80 compensation for trouble and upset caused by the incorrect information given.

Mr S complained to us. The investigator's view was that British Gas was at fault for telling Mr S that the cost of getting access to the dishwasher up to £1000 would be covered by his policy. But he also noted that under the terms and conditions of the policy while the cost of access was covered, it excluded specifically access issues *"because a part of your system has been permanently built over"*. The investigator said this was a design fault and meant access to the dishwasher wasn't covered by the policy. He didn't accept that Mr S wouldn't have in any event paid to get access to the dishwasher if British Gas hadn't said that the cost was covered by the policy as it would've meant Mr S would never be able to use a dishwasher. The investigator said the offer of £80 compensation for the trouble and upset caused by the incorrect information given by British Gas was fair and reasonable in the circumstances.

Mr S disagreed. He said British Gas should be bound by what it told him when he called before getting the access work done. Mr S also said that he wouldn't have got the work done if British Gas hadn't told him that it would be refunded as a dishwasher was a luxury, not a necessity. The investigator said it wasn't fair or reasonable to require British Gas to make a payment which it wasn't legally required to pay under the terms of a policy due to incorrect information being given.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

There's no dispute that British Gas told Mr S during a telephone call before the access work was done that the policy would refund him the costs of gaining access to the dishwasher, subject to a cap of £1000. Mr S hasn't disputed that the terms of the policy say if access is prevented to an appliance due to part of the system being permanently built over, British Gas doesn't have to pay for the access costs. I'm of the view that the insurance policy doesn't cover the access work required by Mr S.

Mr S' point is that British Gas should pay the cost of the access works regardless of the policy wording as it told him that it would do so when he called. My role isn't to punish businesses for making mistakes but to ensure that the consumer is put back into the position that he should've been in if the error hadn't happened. If Mr S hadn't been incorrectly told that the access work would be refunded, he still wouldn't have had any entitlement to the payment as the insurance policy specifically excluded the work required.

Mr S says that he wouldn't have had the work done if he'd known that he'd have to pay the access costs. But Mr S cared enough about the dishwasher to organise repeated visits from engineers (who told him that he would have to deal with the access issue). I think it's more likely than not Mr S would've got the access work done in the circumstances. As a result, I don't think it would be fair or reasonable for me to require British Gas to pay the access costs.

But British Gas did act unfairly and unreasonably in giving Mr S incorrect information over the phone and failing to warn him about the exclusions in the policy. I think Mr S has suffered trouble and upset as a result, particularly frustration and disappointment. Money never truly compensates for trouble and upset and I must bear in mind this service's guidelines. Having looked at all the evidence available to me, I'm satisfied that £80 is fair and reasonable compensation for the trouble and upset caused by the incorrect information. I exclude the trouble and upset caused by having to pay the access costs themselves as this was never covered by the policy.

### **my final decision**

My final decision is that I don't uphold the complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 12 May 2019.

Claire Sharp  
**ombudsman**