

complaint

Mr J's complaint is about the service provided by British Gas Insurance Limited in relation to a claim under an appliance insurance policy.

background

On 4 February 2018, Mr J reported a fault with his dishwasher. British Gas came out first on 12 February 2018 to try and repair it. As far as Mr J was concerned it was repaired and he used the dishwasher as normal after this. However, on 6 March 2018 Mr J called British Gas again, as the dishwasher wasn't working and was leaking. British Gas arranged an appointment for 9 March 2018 but its engineer failed to attend.

On 11 March 2018 British Gas' engineer attended. The engineer said that new door seals were needed and he told Mr J not to use the dishwasher.

British Gas was meant to come back on 15 and 16 March 2018 but failed to attend. (Mr J says there were at least six broken/missed appointments in total between reporting the claim and it being repaired.) One of the engineers attended at 2.30pm even though Mr J had asked for someone to attend after 4.00pm. Mr J was not at home and so Mr J says he threw the parts into his back garden, so another engineer could fit them the next day.

On 17 March 2018 another engineer attended who fitted the new seals and fixed the leak. However, Mr J says that by then water had been leaking out of the dishwasher for some time and had damaged the base unit next to the dishwasher and his floor.

Mr J is extremely unhappy with the service provided by British Gas and its handling of his complaint. He has made a number of submissions, which I've summarised below:

- The contractor was meant to attend between 4 and 6pm on 12 February 2018 but he arrived at approximately 3pm. He came back after 4pm but couldn't locate the leak.
- If the first contractor had actually turned the dishwasher on and waited for the cycle to start progressing, like the next engineer did, he would've seen the water pouring out of the door seals. All he had to do was pull the dishwasher out of its housing and turn it on then he would have found the reason for the fault and the damage would probably not have happened.
- Within a couple of weeks of the first engineer attending, the exact same thing happened. This cannot be coincidence. The leak must have always been there and was not fixed properly.
- When he called in February 2018, the dishwasher had been making a noise but no water was coming out. Mr J says it made a noise like it was trying to work but it was not producing water. The second engineer told him that the door seals were leaking both under the floor and into the dishwasher tray, so when the water reached a certain point it touched the motor of the dishwasher and this acted as a safeguard in preventing any more water coming out. When the first engineer finally looked at it, the water had evaporated, so it worked.
- The second engineer took the dishwasher out of its housing and found the leak straight away. He explained in depth what the cause of the damage was and that the first engineer should have easily spotted it. We should speak to him; even if the second engineer didn't write this down, this is what happened.
- British Gas cancelled six appointments, including some made before the initial appointment on 12 February 2018.

- He had to make a claim under his home insurance policy for the damage to the kitchen floor. Asbestos was then found under the floor, which meant more work was required.
- British Gas says that the first engineer asked his wife to monitor the dishwasher after he left but this is not correct; he told his wife there was a hole which he had fixed with silicone and he marked the paperwork he left with them to reflect this.
- British Gas had told him it would reimburse the excess he'd have to pay to his home insurer (*i.e.* £250) but later refused to do so, as it said he'd have had to make the claim anyway.
- British Gas did not respond to his complaint. It took five months for it to do so and it would not have responded even then, if he had not pursued the matter.

British Gas accepts that the service provided was not as good as it should have been. It acknowledges that it had not addressed his complaint and that Mr J was told his home insurance excess could be reimbursed but then told Mr J it wouldn't do so, as it says this expense would have been incurred by Mr J anyway. British Gas offered Mr J £250 compensation for the incorrect information about the policy excess and the delay in complaint handling. It also acknowledges that some appointments didn't happen as arranged although it disputes how many. British Gas offered £80 compensation for the missed appointments. British Gas also said that Mr J's home insurer could claim against its liability insurer if it determined that it was responsible for the damage to the kitchen.

One of our adjudicators looked into the matter. She did not consider there was enough evidence to support Mr J's assertions that the dishwasher was leaking at the first appointment. The adjudicator noted that the second engineer did not record on his job sheet that the leak had been present before and should have been spotted by the first engineer, as Mr J has told us. She therefore did not consider that the damage to Mr J's kitchen was a result of anything British Gas did wrong. The adjudicator considered that the £330 compensation already offered by British Gas was reasonable and did not recommend that it do anything further.

Mr J doesn't accept the adjudicator's assessment and so the matter has been referred to me. He is also unhappy with her handling of his complaint. Mr J has made some further submissions, which I've also summarised:

- The adjudicator said that it had taken British Gas *"longer than expected"* to contact him in response to his complaint but this misses the point – it would never have responded if he hadn't constantly chased for a response. British Gas had filed it away due to administrative error, *"mistakes and oversights like this do not instil confidence in anything else that is said or decided thereafter."*
- He says he has never said that British Gas is responsible for the damage to the kitchen. *"What I have stated is that the original contractor's failure to spot it may have prevented the damage. There is a huge difference."*
- He would not have seen the leak after the first visit because it was only visible when the dishwasher was pulled out of its housing and was in the middle of the floor – as the second engineer did.

Mr J also asked for me to contact him by phone to discuss the case. However, deciding ombudsman don't routinely talk to either party to the complaint, as fairness would usually require that both parties be involved in any discussion at the same time. We may do so if there is information that is unclear or a dispute about the facts of the case that we consider can only be clarified by discussing it with the parties. Mr J feels strongly that the adjudicator hasn't understood his submissions but they have been set out clearly in writing

and verbally to the adjudicator. I don't consider it is necessary to discuss this case with the parties in order to fairly determine the matter.

my findings

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 agree with the adjudicator that it should not be upheld and I will explain why.

Attendance of the first engineer

Mr J is adamant that the dishwasher was leaking from the outset and that British Gas should have spotted this and fixed it on the first attendance.

The first engineer recorded that he had "*cleaned base and checked seals unable [to] find leak advised customer to monitor*". I know Mr J disputes that the engineer said to monitor the dishwasher and says they were in fact told it had been fixed. However, I have no reason to doubt that the 'base' referred to in his report is the base of the dishwasher and that this engineer checked all the seals and found no evidence of a leak.

It also seems to be accepted that the noise that Mr J had referred to did not happen when he attended. It would seem that the fault didn't happen again until 6 March 2018, when Mr J called British Gas again. This is also apparently the first time that the leak was visible to Mr J. Given all this, I am not persuaded that what he did on this occasion was obviously wrong or negligent.

Mr J disputes this. He is also adamant that the second engineer found the leak easily and told him the first engineer should have done as well. However, as he also acknowledges, this is not confirmed in any written document that I'm aware of. The second engineer's job sheet says the dishwasher was leaking "*into base*" and new door seals were needed. Mr J says this means he saw the water was leaking into the base unit next to the dishwasher, but this is not clear; it could also mean it was leaking into the base of the dishwasher. The engineer also records that Mr J refused to sign the job sheet.

Mr J says we should talk to this engineer. However, we would not usually speak to witnesses in this way. We are an informal alternative to the court system. We do not have the power to interrogate witnesses or to take evidence under oath. We do have the power to undertake some investigations and to make binding decisions as to what we think is the fair and reasonable outcome to individual cases.

I'm not satisfied that it has been established that the first engineer could or should have found the problem earlier. I have no convincing evidence that the steps the first engineer took were not reasonable at the time, based on the reported fault and what was apparent to him then. He took some action and it would seem – as it has not been stated otherwise – that the noise which led to Mr J reporting the claim wasn't happening continuously after he left.

Therefore the second engineer was attending on the basis that the work done the first time hadn't been a permanent repair and it was reasonable to carry out further investigations. It follows therefore that I do not consider that British Gas is responsible for any of the water damage to Mr J's kitchen.

Mr J is not happy that we are questioning what the engineer told him verbally but I can only go on the evidence available and there is nothing to confirm that the same fault and the leak would and should have been obvious to the first engineer and he acted unreasonably in not taking further action at that appointment.

In addition, even if I were convinced that this had been established – which I am not – if the leak was already present and had been happening unnoticed this would have been occurring before that first attendance. There is no way to know therefore how much water damage would have occurred before the first attendance.

Mr J has made a point of saying he is not alleging the damage was caused by British Gas only that it might have been prevented had the first engineer spotted the leak. The distinction is a fine one. It is possible that it might have prevented some of the damage but there is no convincing evidence that it would have done, even if I were satisfied the first engineer had acted incorrectly.

Given all this, I am not persuaded that the home insurance claim was due solely or primarily because of anything done wrong by the first engineer. It follows therefore that it is also not responsible for any of the resultant inconvenience of having the floor taken up and replaced or the cost of the home insurance excess. I can't therefore make any award against British Gas in this respect.

Excess

Mr J says he was unequivocally told by a British Gas call-handler that the home insurance excess would be reimbursed. He questions why having acknowledged that it lied to him about this, there is no recourse? Sometimes mistakes happen, this does not always mean that compensation or some other award is warranted. British Gas is also not usually bound by anything that a call-handler says in error, provided it has not caused any detriment. Mr J had already made his home insurance claim at this point and so the excess was payable. He has not asserted that he made the home insurance in reliance on anything told to him by British Gas. It has taken this incident and the disappointment this caused to Mr J into account in its offer of compensation. I do not agree that this means he should be paid the excess amount, given it was not an expense that was incurred solely or primarily due to anything said or done by British Gas. And I have no power to punish British Gas or to require it to discipline any employees. It is appropriate that it be taken into account as part of the overall service provided however.

Cancelled appointments

Mr J says British Gas cancelled appointments prior to the first visit but the notes of the first call reporting the claim record that 12 February 2018 was the first available appointment British Gas had as it couldn't send an engineer for Mr J's preferred time slot before this date. I can't therefore see that any appointments before 12 February 2018 were cancelled by British Gas.

The contractor arrived an hour earlier than booked on 12 February 2018. I can't criticise British Gas for this, as if it had been convenient for Mr J, it would have been better to have the matter dealt with earlier. In this instance, it wasn't convenient, so he returned at 4pm. I do not intend to make any award or finding against British Gas for this.

There is evidence of some other appointments being broken and I agree that some compensation is appropriate for the inconvenience this would have caused, including the delay this would have had on fixing the dishwasher.

Complaint handling

British Gas did not respond to Mr J's complaint and he had to chase for a response. Clearly, it is not acceptable for a financial business to fail to respond to a complaint. However, we do not regulate businesses and while it took five months to respond to his complaint, his rights were to come to us after eight weeks, if no response was received, so Mr J's rights were unaffected by this. I have no power to punish a business for a failure to respond to a complaint or not responding to it within a reasonable time. I can however, take it into account as part of the overall circumstances.

British Gas has also apologised for this and taken it into account in its offer of compensation.

Compensation

Having considered all the circumstance of this case, including the missed/broken appointments and not addressing his complaint until August 2018, I agree that the total compensation already offered of £330 is reasonable. This is in line with awards made in similar cases. I do not consider that any additional award is required.

my final decision

I do not uphold this complaint, as I consider that British Gas Insurance Limited has already made a reasonable offer of compensation having taken account of all the circumstances of the complaint. I understand that Mr J has already received £80 compensation but the remaining £250 offered has not yet been paid. If Mr J wishes to accept that compensation, in settlement of his complaint, he should confirm acceptance of this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 9 January 2020.

Harriet McCarthy
ombudsman