

## **complaint**

Mr A complains about poor workmanship and poor customer service by British Gas Insurance Limited ("BGI") when he called on it for assistance under his home emergency insurance policy in respect of a number of issues.

## **background**

Mr A had a home emergency insurance policy with BGI which covered, amongst other things, his kitchen appliances, plumbing and drains. He complained to BGI about a number of matters where he thought the service it had provided under his policy had been poor:

### *dishwasher*

He said that in 2014 BGI attended about a dishwasher fault. The engineer who came told him it couldn't be repaired and so he would need to buy a new dishwasher. He bought a new dishwasher and arranged for BGI to attend and swap the two appliances. He says the BGI engineer who came to do this fixed the old dishwasher, and it was still working now in 2018. He returned the new dishwasher, but lost £80 in the process.

BGI said its records showed that in 2014 its engineer reported Mr A's dishwasher had failed an insulation test and was beyond economic repair. So in accordance with the terms and conditions of its policy it arranged for Mr A to buy a new dishwasher at a discount.

There was nothing in its records to say any BGI engineer had returned in 2014 and repaired the dishwasher. And it couldn't comment on what any other repairer might have said or done. At this point in time there was nothing to suggest the diagnosis that the dishwasher was beyond economic repair wasn't correct.

### *kitchen tap*

In 2017, Mr A had problems with a leaking kitchen tap. He says BGI told him he should buy a replacement himself, and BGI would then return and fit it. Mr A didn't know what kind of tap he should buy. So he arranged for another company to supply and fit the tap.

BGI said its records showed that its engineer had been called out to a leaking tap. He reported he had tightened a fixing bolt. Before leaving he tested the tap and reported it to be OK. It had no record of any further complaint or visit about the tap.

BGI said that under its terms and conditions, if it couldn't repair a tap it would fit a standard replacement from its range. Alternatively, a customer could give its engineer a replacement part that they had bought and which BGI approved. In this case there was no evidence that Mr A contacted BGI after the first visit to say the tap was leaking again and give it the opportunity to repair or replace the tap.

### *drain/manhole*

In 2017, Mr A said he had a problem with blockages in his drains flowing into a manhole in his kitchen. A BGI engineer attended and said Mr A would have to get someone to provide access to the manhole as it had been covered with ceramic tiles. After this had been done BGI returned, but Mr A said it didn't cure the problem.

Mr A said he arranged for someone else to come and get rid of the blockage. However he had been charged £285, which he thought BGI should reimburse.

BGI said its records showed it had attended about the drains issue on three occasions. The first time was about slow drainage from the bathroom sink. Its engineer cleared this by jetting from an outside manhole, as the internal manhole in the kitchen had been covered by ceramic tiles.

Two days later, its engineer returned as the kitchen sink was now reported as slow to drain. He cleared this, but said for any future blockage he might need access to the kitchen manhole. The next day he was called back as the kitchen drain was still blocked. The kitchen manhole was now accessible and he was able to clear the blockage.

BGI said it had no record of any further problem with the drains, and hadn't been given the opportunity to resolve any further issue. Mr A had produced an invoice for the work he said had been done by the third party to cure the problem. However BGI said it only mentioned removing and refixing the tiles covering the manhole, not any plumbing work. And the invoice had no VAT number. So BGI wouldn't reimburse Mr A for this invoice.

#### *our investigator's view*

Our investigator didn't recommend that this complaint should be upheld. On the kitchen taps, BGI had tried to carry out a repair, which seemed to have been effective at the time. She thought it was fair, and in accordance with the policy, for BGI to tell Mr A to buy a replacement himself if he wanted something other than a standard tap.

On the dishwasher, she couldn't say BGI's engineer had been wrong to say it was beyond economic repair when it failed an insulation test. BGI had no record of another of its engineers returning and repairing the dishwasher. In the absence of any further evidence from Mr A that this had happened, she couldn't ask it to compensate him for the returned new dishwasher.

On the drain/manhole, our investigator said that if Mr A was unhappy with the drain still being blocked after the three visits by BGI, she would have expected him to contact BGI immediately before using another company, but he hadn't. And the invoice he had produced made no mention of removing blockages. So she couldn't say BGI was responsible for these costs.

Mr A responded to say, in summary, that notwithstanding what BGI's records said, he still maintained that a second BGI engineer had repaired his dishwasher after the first BGI engineer said it was beyond economic repair. And on the other two issues he felt he was justified in calling in another organisation when he had given BGI the chance to carry out the repairs, and it had failed to do so.

#### **my findings**

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

On the kitchen taps, BGI's terms and conditions say that if it can't repair a tap it will replace it, either with a standard tap or another tap of the customer's choice. Mr A doesn't seem to

have given BGI the opportunity to do this, and I can't say it has treated him unfairly under the policy.

On the dishwasher, I would have expected Mr A to raise this issue immediately if a second BGI engineer contradicted the first engineer as he says. And BGI's own records make no mention of this. So in the absence of any further evidence I can't say BGI should compensate Mr A in respect of the returned dishwasher.

On the drain/manhole, there isn't any evidence that he told BGI at the time that its engineers hadn't resolved the blockage issue. And the invoice he has produced doesn't say that the other organisation did anything in relation to a blockage. So I can't say, on the evidence available to me, that BGI failed in its duties under the policy, or that it should compensate Mr A in respect of the invoice he has produced.

### **my final decision**

My decision is that I don't uphold this complaint, and make no order against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 13 March 2019.

Lennox Towers  
**ombudsman**