

## **complaint**

Mr T's complaint is that British Gas Insurance Limited mis-sold kitchen appliance cover to him.

## **background**

Mr T made a claim on his kitchen appliance cover in December 2016 after a problem with his fridge-freezer. British Gas told him that it would be five days until it could send an engineer out. Mr T didn't think this was reasonable – and said he wouldn't have taken out the cover if he'd known that repairs would take this long. So he complained to British Gas that he'd been mis-sold the policy and wanted a refund of the premiums he'd paid since taking it out around 20 years ago.

British Gas didn't agree that it had mis-sold the policy. It said its terms and conditions didn't state any timescales for attending appointments. But it apologised for the five-day wait. It's offered a total of £70 in recognition of this. And it's cancelled Mr T's kitchen appliance cover and offered to refund premiums totalling around £112.

One of our investigators reviewed Mr T's complaint. She didn't think we could look at anything before August 2009, because that's when British Gas became regulated. On the renewals since then, she thought British Gas had given Mr T enough information about the cover offered by the policy. And she didn't think the cover provided to Mr T had been any different from how it was set out in the policy document, which said that repairs or visits would be carried out "*within a reasonable time*". So she didn't think the cover had been mis-sold. And she thought British Gas's offer to compensate Mr T for the service issues he'd experienced was fair.

Mr T didn't accept our investigator's view. He didn't think that a five-day wait was reasonable, and maintained that if he'd been made aware that this was the level of cover provided he wouldn't have taken the policy out. He also thought that British Gas's offers of compensation showed that it was in the wrong. So his complaint was passed to me.

## **my findings**

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

The Financial Ombudsman Service can only consider complaints about regulated businesses. And British Gas only became regulated on 6 August 2009. So I can only consider whether British Gas had done anything from this date onwards.

Mr T believes he was mis-sold his kitchen appliance cover because he wasn't made aware of the wait time for an engineer once a claim was made. I can't see that he was led to believe that there was a maximum wait time at any point before renewing the cover.

The terms and conditions of Mr T's policy say that British Gas will "*carry out any repairs or visits you're entitled to within a reasonable time.*"

I appreciate that “*reasonable*” is subjective. Mr T feels that a five-day wait for a fridge-freezer is unreasonable, and points out some situations in which this could have some significant consequences. I agree – and I also think it’s fair to say that Mr T would reasonably have expected the engineer’s visit to be sooner than five days.

But British Gas has said that five days isn’t its usual wait time. Unfortunately this came about due to a particularly busy period. And it says it can send engineers out for emergency appointments – including at weekends – if the customer’s circumstances require this. So I don’t agree that a five-day wait for *this* claim means that Mr T was mis-sold his kitchen appliance cover. The issue here is really whether Mr T was given the level of service that he was reasonably entitled to expect under the policy.

In that respect, British Gas has already acknowledged that the five-day wait was longer than Mr T ought to have expected. I can see that this would’ve been really disappointing for Mr T, especially coming as it did just before Christmas. And I note he’s been a long-standing customer of British Gas, so feels particularly let-down. But I think the offer of compensation and refund of premiums that British Gas has already made is a fair and reasonable way to put things right – so I don’t require it to do anything further.

I understand Mr T hasn’t cashed the cheques that British Gas sent him. So I leave it to him to decide whether he now wishes to do so in acceptance of the offer – or to contact British Gas directly if they need reissuing.

I’ve taken everything Mr T has told us into account, including that British Gas’s offer to settle his complaint shows it’s done something significantly wrong. But I don’t read anything more into that offer than British Gas trying to resolve the matter, while recognising that its service fell short of what Mr T was reasonably entitled to expect. So these points don’t change my conclusion.

### **my final decision**

My final decision is that I can’t consider Mr T’s complaint about anything that happened before 6 August 2009. And for events after this date, I don’t uphold Mr T’s complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr T to accept or reject my decision before 17 March 2017.

Ben Jennings  
**ombudsman**