

complaint

Mr K's complaint is about the handling of a claim under his appliance repair insurance policy with British Gas Insurance Limited.

background

Mr K made a claim under his policy for repair of his dishwasher in a property he rents out. His tenants called British Gas to report that the dishwasher wasn't working.

British Gas attended on 9 November 2017 to carry out a repair. Mr K says it refused to replace the door seals on that day and as a result water flooded the kitchen. Mr K called British Gas on 22 November 2017 to report this and it came out again the next day.

Mr K says that British Gas failed to repair the dishwasher properly and this resulted in further damage to the dishwasher and water damage to his property. He wants British Gas to pay for the damage to the kitchen and for the full cost of a replacement dishwasher, which has now been written off. He also wants compensation for the poor customer service.

British Gas doesn't accept that it is responsible for the damage to Mr K's kitchen. British Gas says it was called out because the dishwasher wasn't starting and it attended to that. It says the decorative door was hanging off and loose, which meant the door to the appliance wasn't closing properly and not allowing the door switch to operate. There was no report of it leaking at that stage and therefore no reason for it to have replaced the seals on that first visit.

British Gas says its engineers noted that there was evidence of damage to the dishwasher and surrounding area which had occurred over time and before its first visit of 9 November 2017. It says this is a result of the dishwasher being poorly fitted, which has allowed the dishwasher cabinet to twist over time, allowing steam from the dishwasher to escape and also issues in closing the appliance door, which has led to damage to the kitchen cabinet that the dishwasher is housed in.

British Gas says its engineer advised the tenants to remove the decorative door, which was swollen around the edges and around the screw holes, but they were reluctant to agree to this as tenants, so he tried to refit it as best he could.

It says the tenants did tell the engineer that there was an issue with the door seal as it kept coming off but the engineer inspected the door seal and found that it was not faulty. After discussing it with the tenants, the engineer deduced that because the dishwasher door couldn't fully open, the door seal was being pulled by the baskets when removing them.

When the engineer re-attended, he found the seal was off again and he advised the tenants that the only way this could be resolved was to remove the poorly fitted door. He says he spoke to Mr K and agreed this was the only course of action. The engineer removed the door, and taped up two holes in the front of the appliance door to ensure it was left safe and refitted the seal. The engineer says following this, the door opened fully and the tenants were able to use the appliance.

After Mr K complained, another engineer attended to inspect the dishwasher. He says the dishwasher was unstable and when removing the baskets noticed that on every occasion the

basket kicked to the right on the odd occasion catching on the lower part of the door seal. He inspected the right foot of the dishwasher and this was approximately 5mm off the floor. The engineer has provided some photos of the damage to the casing door and says that the attending engineer correctly determined that there was no issue with the door seal and the damage to the housing unit couldn't possibly have in the 13 days between its visits.

However, as British Gas was unable to repair Mr K's dishwasher, it has offered to contribute 30% towards the cost of a replacement.

Mr K says he has tried to call four times to get the contribution offered by British Gas but it has failed to call him back four times. He also says that if the dishwasher had been poorly or incorrectly fitted, British Gas should have told him about this when it attended before. Mr K is also adamant that there was no previous damage to the cupboard the dishwasher was in. The first engineer's report doesn't mention any water damage. Mr K has also provided an inventory from July 2016 when the tenants moved in, which doesn't mention any water damage and says the cupboard base units were in good condition.

One of our adjudicators looked into the matter. She didn't consider that there was enough evidence to show that the damage to the kitchen had occurred solely due to an error by British Gas and that it had happened between 9 November and 22 November 2017. However, she recommended British Gas pay Mr K £200 as compensation for its poor level of service.

Mr K doesn't accept the adjudicator's assessment and so the matter has been passed to me.

He has provided a video taken by his tenants, which shows the seal around the door coming away very easily and he has also provided a report from the company that removed the dishwasher and installed a new one for him. That report says there was damage to the door of the dishwasher *"due to additional screws holes that been drilled into the dishwasher door and decorative panel. There was no bracket used to support the additional screws and this in my opinion has caused the door to bend, and resulting in the unit replacement."* He also said that he checked the seal for *"hardness, cracks or bulges"* which were present, confirming that the seal was faulty and needed replacing.

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 report Mr K has provided from the company that installed his replacement dishwasher says the seal was faulty, which is in dispute but even if it was I'm not persuaded that British Gas should have identified at any earlier point that either the dishwasher was leaking or that it had been poorly installed. British Gas was called out because the dishwasher wasn't working. It therefore attended to that and carried out the work required to get it working again. And although the first report doesn't mention water damage that doesn't mean there wasn't any. Even if British Gas had identified that the dishwasher had been poorly fitted and was beyond repair at earlier date, its expert report supports that the damage predates its first engineer's visit. Mr K's expert report also says other damage was done to the door.

The inventory Mr K has provided does say that the kitchen base units were in good condition. However, it doesn't mention the dishwasher. The section about the kitchen does mention specifically the washing machine, fridge freezer oven and other appliances and

fixtures and fittings but not the dishwasher. Given the dishwasher is not mentioned as a kitchen appliance that is in the property, when every other appliance is described and photographed, would suggest the inventory taker perhaps didn't open the base units and that's why they didn't see the dishwasher inside one of the units. Whatever the reason, it means this report is not particularly reliable and I am not persuaded that it means there was no damage to the inside of the cabinet housing dishwasher, either when the inventory was done or any other date before British Gas first attended in November 2017.

Mr K has also provided a video of his tenants removing the seal easily. I am not persuaded that this proves there was a problem with the seal that British Gas should have rectified on 9 November 2017. It shows that the seal comes away easily, which is consistent with the report of British Gas's engineer who said the seal had been repeatedly pulled away by the baskets as they were drawn out.

Having considered everything provided, I am not persuaded that the water damage all occurred in the time between British Gas's two attendances at the property. The evidence is persuasive that this water damage occurred over time and had started before 9 November 2017. I don't therefore consider that British Gas is responsible for that damage or for the full replacement cost of the dishwasher. British Gas has offered a contribution towards the cost of a replacement dishwasher on proof of the purchase price. I consider this to be a reasonable offer.

I however, agree with the adjudicator that there were some unnecessary delays in arranging this contribution and that £200 compensation for that is appropriate.

my final decision

I uphold this complaint against British Gas Insurance Limited in part and require it to pay Mr K £200 compensation for the distress and inconvenience caused by its handling of the claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 28 January 2019.

Harriet McCarthy
ombudsman