

## **complaint**

Mrs A's complaint is about the service provided under her appliance insurance cover with British Gas Insurance Limited.

## **background**

Mrs A has made a number of claims for problems with her washing machine. British Gas has attended each time and repaired it but Mrs A is unhappy that they did not replace it instead.

Mrs A says the washing machine should have been written off as irreparable and replaced. Because it wasn't, she had to take time off work to attend repair appointments and continuous leaks from the washing machine have damaged the floor in her kitchen. Mrs A also says that the engineers have sometimes been rude and blamed her for the damage caused to the washing machine and flooring. In addition, Mrs A says the policy will provide for a replacement if the appliance is less than three years old but will only provide 30% of the value once it is over three years old. So she has lost out if it now decides to write it off, having carried out constant repairs for the first three years.

British Gas says the policy provides that it will repair the appliance unless it can't, or it's not economical to do so. It is the decision of the engineer when diagnosing the problem, as to whether a repair is possible or to write off the appliance. British Gas says the washing machine was repairable each time a claim was made and it has responded in accordance with the policy terms. However, British Gas paid Mrs A £100 compensation, for a delay in dealing with her complaint and as a gesture of goodwill for inconvenience caused to her.

One of our investigators looked into the matter. He initially determined that it should be upheld, as he thought the machine should have been written-off. He came to this conclusion as Mrs A had said she'd bought the washing machine in 2016 and the investigator thought that British Gas had carried out 23 repairs within the first three years of the washing machine's life. The investigator thought this was unreasonable and that the repairs were not sufficiently effective if faults were recurring so frequently. He therefore recommended British Gas should replace the washing machine and that it should cover the cost of repairing/replacing the damaged flooring.

After the investigator had issued his assessment, Mrs A provided evidence that she had bought the machine in September 2014 and not in 2016. The investigator therefore reconsidered the claims history for the first three years of ownership. According to British Gas's repair log, there were only four repairs carried out in the period between September 2014 and September 2017 (*i.e.* the first three years of the washing machine's life). The investigator therefore no longer considered the complaint should be upheld. He concluded that the offer made by British Gas was reasonable and it did not have to replace the washing machine.

Mrs A does not accept the investigator's assessment, so the matter has been passed to me. Mrs A has also told us that the washing machine has broken down again and British Gas has had to replace the drum.

### **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 policy Mrs A has covers repairs as required to her washing machine, subject to certain terms. British Gas has attended each time Mrs A has reported a fault and repaired the machine. It says a few occasions have been for replacement of the door seal, which can be caused by zips getting caught and which are relatively cheap and easy to replace. And it appears there were only a few repairs done in the first three years of the washing machine's life. British Gas is not obliged to write the washing machine off, if it is repairable.

I have no doubt it has been annoying for Mrs A that the washing machine keeps needing repairs but I can't criticise British Gas for doing what the insurance cover is for - dealing with these repairs as they happen. There is no convincing evidence that it has not carried out the repairs properly and so I am also not convinced that it is responsible for the inconvenience caused to Mrs A by the number of claims. For the same reasons, I don't consider there is any evidence that British Gas is responsible for the water damage to Mrs A's kitchen flooring. There is no evidence that the fact the washing machine has needed so many repairs and has leaked is due to anything British Gas has done wrong. It has attended and carried out repairs when Mrs A has reported leaks and faults, in accordance with the terms of the insurance policy. I do not consider that it should have replaced the machine, before it was three years old; or that it needs to do so now. If British Gas's engineers conclude they can't repair it following any future claim, or that it is no longer prepared to and that it will instead contribute to a replacement (as per the policy) that is a matter for them to determine.

### **my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 25 April 2020.

Harriet McCarthy  
**ombudsman**