

complaint

Mr S is unhappy with the service provided by British Gas Insurance Limited in relation to a claim under an appliance insurance policy.

background

Mr S had a problem with his dishwasher and made a claim under the policy British Gas attended and determined that the dishwasher was beyond economic repair. It therefore said it would contribute towards a new one, in accordance with the policy terms. It found an equivalent model and provided Mr S with the details so he could check he was happy with it. However, after it was installed Mr S complained that his plates didn't fit into it.

British Gas said it had asked him to check the model for himself before agreeing to the installation and that it had explained he couldn't return it once it was installed. However, it did provide Mr S with £50 compensation as there was a delay in answering his complaint and £30 worth of retail vouchers so he could buy new plates.

Mr S wasn't happy with this and wants the money he paid for the dishwasher to be reimbursed and compensation.

One of our adjudicators looked into the case and recommended that it should not be upheld because she thought Mr S had been given sufficient opportunity to check the model for himself.

Mr S doesn't accept the adjudicator's assessment and says he wasn't advised that once installed he could not send this back. The complaint has therefore been referred 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.

British Gas told Mr S the make and model of the dishwasher it proposed to install for him on 5 January 2015. Its notes say that he said he'd have a look and call back. It was later agreed that the dishwasher would be installed and Mr S' payment for the rest of the cost was taken later that day. It's reasonable to assume therefore that Mr S confirmed that he was happy with the proposed model. The dishwasher was installed but on 8 January 2015 Mr S reported that its standard-sized plates wouldn't fit in it.

British Gas has provided a replacement dishwasher in accordance with its policy terms. Whether or not it advised him that he couldn't reject it after it was installed, seems to me to be irrelevant. It isn't a reasonable assumption that once a dishwasher has been installed and used, that it can be rejected by the consumer. Mr S had the chance to look at the model and make sure he was happy with it before it was installed.

The Citizens Advice Bureau wrote a letter on Mr S' behalf which suggested that British Gas hadn't met its obligations under the policy, as the dishwasher wasn't a suitable like-for-like replacement. However, there doesn't appear to be anything to suggest that it wasn't a similar specification to his old dishwasher. And the fact remains that he did accept it as suitable before it was installed.

In my opinion, British Gas has met its obligations under the policy and I can't reasonably ask it to reimburse the amount Mr S paid towards this dishwasher.

my final decision

I don't uphold this complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 11 December 2015.

Harriet McCarthy
ombudsman