

complaint

Mr P complains that British Gas Insurance Limited took almost three weeks to arrange a repair to his dishwasher after he claimed on an insurance policy covering his kitchen appliances. He also says the policy was mis-sold.

background

Mr P contacted British Gas about his broken dishwasher. An engineer attended, but he had to wait over two weeks for the first available appointment. British Gas offered Mr P £30 to apologise for the delay, but it explained there was no earlier appointments available.

Mr P remained unhappy, so he brought a complaint to this service. He explained British Gas didn't meet the service standards he expected from the policy and he didn't consider it to be fit for purpose. He also said British Gas had ignored his complaint about the policy being mis-sold. Mr P said he was without a dishwasher for three weeks and spent lots of time trying to sort the matter out. He explained he wanted the policy to be cancelled and his premiums refunded.

The complaint was considered by one of our investigators, but she didn't think it should be upheld. She thought £30 fairly acknowledged the inconvenience caused by the delay, and she noted this was roughly equivalent to two months' premiums. She also noted Mr P had benefitted from the policy in the past for other issues. Mr P disagreed with our investigator, so the matter has been passed to me to decide.

I issued my provisional decision on 31 October 2019. I explained I didn't intend to uphold the complaint. However, because I had considered some points that our investigator hadn't fully commented on, I wanted to give both parties a chance to reply before I reached my final decision. I said I would consider any further comments or evidence I received by 14 November 2019. In my provisional decision I said:

"I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where evidence is inconclusive or incomplete, I have reached my decision on the balance of probabilities – this means I have determined what I consider is more likely to have happened, based on all the evidence that is available and the wider surrounding circumstances.

Our investigator explained to Mr P that he would need to make a separate complaint about the sale. However, I note from British Gas' internal notes that his complaint included the sale, but it simply failed to address this aspect. As such, I'm satisfied that the sale is something I can consider here, along with the claim.

claim

I can appreciate why Mr P would have expected a quicker appointment than the one he was offered, and I don't doubt this caused a degree of inconvenience and frustration. However, although the policy terms confirm a 24/7 breakdown helpline, they don't guarantee a visit within a set timescale. The terms explain visits and repairs will be carried out "within a reasonable time".

I understand that Mr P feels strongly his wait for a visit wasn't reasonable – and British Gas does accept he had to wait longer than usual for an appointment. However, given it's likely he could have used his kitchen sink during this period as an alternative to the dishwasher, I'm persuaded £30 is a fair amount of compensation for the degree of inconvenience the extra wait can reasonably be said to have caused.

sale

After the complaint was passed to me, our investigator asked Mr P to clarify why he believes the policy was mis-sold, and to highlight the information he considers to be misleading. But Mr P has not responded to either of her emails. Therefore, I make my provisional findings based on the information available.

British Gas has given us records which show the policy was taken out during a telephone call in 2013. It says the call recording is no longer available, which isn't unusual when so much time has passed. British Gas also says the policy was taken out on a non-advised basis, and if so, this means it was Mr P's responsibility to make sure the policy met his needs – rather than British Gas' responsibility to make sure it was suitable for him.

I haven't seen anything that leads me to believe advice was given about the suitability of the policy, so I accept the sale was non-advised. In any event, even if advice was given to Mr P, I haven't been told anything that persuades me the policy wasn't suitable for him.

Whether advice was given or not, British Gas had to give Mr P information in a clear, fair, and non-misleading way so he could make an informed choice about whether to take the policy out.

It's my understanding that Mr P believes the policy was mis-sold because he understood he would receive a visit from an engineer within 24 hours of making a claim. But I haven't seen or been told anything that persuades me he was misled about this, either verbally or in writing.

British Gas has provided the policy terms that applied at the time of the sale, and I consider it likely that Mr P would have been given a copy of these. Like the current policy terms, they explain that British Gas will meet its responsibilities "within a reasonable time". The original terms do refer to "aiming" for a 24 hour visit if the policyholder has no heating or hot water, but that doesn't relate to the section of cover Mr P took out.

British Gas has also provided the subsequent annual renewal letters that were sent to Mr P, and I haven't seen anything in these documents that implies a visit within 24 hours if one of his kitchen appliances breaks down – they only confirm a 24/7 helpline.

So, based on the information available, I'm not persuaded the policy was mis-sold. I've not been shown anything to suggest it wasn't suitable for Mr P, or told anything that persuades me he was given misleading information about the visit timescales following a claim."

British Gas acknowledged my provisional decision, and it explained it had nothing further to add. However, Mr P didn't respond – despite being chased by our investigator.

my findings

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

Neither party has submitted further comments or evidence. But having re-considered the information available, I've reached the same conclusions I reached in my provisional decision, for the same reasons.

my final decision

I appreciate Mr P is likely to be disappointed. But for the reasons I've set out above, and in my provisional decision, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 21 December 2019.

Vince Martin
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