

## **complaint**

Mrs T complains about British Gas Insurance Limited's (BG) service under her HomeCare insurance policy. My references to BG include its agents.

## **background**

Mrs T's HomeCare policy with BG covers selected kitchen appliances for repair.

In 2018 Mrs T called BG as her fridge freezer had problems. Mrs T's policy says she's covered for 'gas cooker & electric freestda'. She thought 'freestda' meant fridge freezer and she said the BG representative she spoke to agreed. An appointment for BG's engineer to attend was booked.

On the day it was found BG had booked an appointment to attend the wrong address, a rental property Mrs T owns. Mrs T had taken the day off work for the failed appointment. On rebooking BG said she wasn't covered for a fridge freezer at her home address. The 'electric freestda' appliance on the policy meant 'electric freestanding hob'.

BG accepted its mistakes in booking the engineer to the wrong property and in initially telling Mrs T the fridge freezer was covered. It paid £80 compensation for her distress and inconvenience.

Mrs T complained to us that BG mis-led her to believe her fridge freezer was covered by the policy. She thought the item should be covered as she made a claim for it in 2011.

BG said Mrs T's fridge freezer was covered in 2011 under an earlier policy but that cover lapsed. When she took out a policy in 2016 the fridge freezer wasn't included. It sent us the sales call in 2016 when Mrs T bought the policy. BG said Mrs T didn't want cover for the fridge freezer and the appliances listed on the policy are as she requested.

Ultimately our investigator thought BG should pay Mrs T £70 compensation in addition to the £80 it had already paid. In the 2016 call recording Mrs T chose not to take cover for the fridge freezer. But something had gone wrong in how BG set up the policy and the wrong over/hob combination were covered. It should confirm in writing to Mrs T the appliances that were covered and amend as necessary.

Mrs T agrees with our investigator's recommendation. BG disagrees wants an ombudsman's decision. It said Mrs T was responsible for checking her policy documents to ensure she has the right cover, it had added the products she told it she wanted.

## **my findings**

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

I note that having cover for the wrong hob/oven combination wasn't part of Ms T's original complaint. But the matter was addressed by our investigator in her view which BG reviewed and responded to. For this reason I think I can now proceed with my final decision.

I uphold this complaint. I'll explain why.

I've listened to the 2016 policy sales call and Mrs T chose not to have her fridge freezer covered under the policy. BG accepts it wrongly told her the 'electric freestda' on her policy document meant her fridge freezer. But Mrs T didn't incur any additional cost because of that mistake. She was able to fix the problem with the fridge freezer.

However, it's clear from listening to the 2016 call that BG hasn't arranged the cover for the items Mrs T asked for. She told BG she has a gas hob and electric oven. BG's representative said he would make sure the oven was recorded as electric not gas. However, the 2016/2017 and 2017/2018 policy documents state the appliances covered as including gas oven/cooker and electric freestanding hob, which is the wrong way round. Another appliance is listed as a gas hob, which is correct.

BG says it's Mrs T's responsibility to check if the policy documents are correct. But she wasn't given any reason to suspect BG had incorrectly recorded the items she clearly told it to cover. I don't think it's fair to put the onus on Mrs T in this situation.

Overall, I think the policy documents are unclear about what oven/hob products Mrs T is covered for. BG needs to confirm in writing to Mrs T the appliances covered and amend as necessary.

I don't think the £80 compensation BG paid is enough for Mrs T's overall distress and inconvenience due to how it's dealt with her policy. She unnecessarily took a day off work as BG gave her the wrong information about her fridge freezer being covered, there was inconvenience about the engineer attending her wrong property and BG's got her wrong oven/hob appliance covered. I think an additional payment of £70 is a reasonable amount.

### **my final decision**

I uphold this complaint. I require British Gas Insurance Limited to:

- pay Mrs T £70 compensation (in addition to the £80 it's already paid) for her distress and inconvenience, and
- confirm in writing to Mrs T her appliances that are covered by the policy and amend as necessary.

British Gas Insurance Limited should do both of the above within 28 days of us telling it Mrs T accepts my final decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 28 March 2019.

Nicola Sisk  
**ombudsman**