

complaint

Ms A complains about how British Gas Insurance Limited (BG) dealt with her Homecare insurance claim and about its service. My references to BG include its agents.

background

Ms A had kitchen appliance insurance cover with BG and claimed for a fault with her dishwasher. BG's engineer attended and ordered a part. Once he left there was a leak under the sink which Ms A believes the engineer caused. BG sent another engineer the same day to fix the leak.

Ms A complains her kitchen floor was flooded by the leak and had to be replaced. She wants BG to pay the £500 she spent on new flooring. Also BG ordered the wrong repair part and then a part was out of stock. She told us she took three days off work for wasted appointments by BG and she was without a dishwasher for several weeks.

BG didn't accept it was responsible for the leak or that the leak irreparably damaged Ms A's floor. It said the engineer who attended the leak found a small amount of water on the kitchen floor. He reported that the leak was from underneath the sink, the compression joint was dripping at a very slow rate. BG said that was the same connection it had told Ms A needed to be checked and repaired about 12 months earlier. It said its engineer isolated the leak and cleared the water from the floor and kitchen cabinets underneath the sink. He tried to take photos as evidence of the condition of the kitchen and the plumbing installation, which BG said was standard practice where it thought a property damage claim may be made against it, but Ms A insisted the engineer deleted his photos.

BG accepted it had attended twice to attempt a dishwasher repair with the wrong part. It tried to attend again but the person at Ms A's property said they didn't know about the appointment. When it attended again another part was needed which was out of stock. BG offered £160 for Ms A's distress and inconvenience at the multiple visits without a repair. It also offered £206.41 as 50% of the dishwasher's value, more than the 30% the policy provided, as a gesture of goodwill.

Ms A complained to us. She said the offer wasn't enough. She sent us a video and photos which she said showed the damage. She's also unhappy with how a BG representative spoke to her on the phone.

Our investigator asked BG for the recordings of all its phone calls with Ms A but BG couldn't provide all the calls.

Our investigator said BG's offer for the value of the dishwasher was fair and it didn't need to pay for damage to the floor. But BG should pay £100 more compensation than it offered as without all the call recordings he thought it likely BG had spoken to Ms A as she described.

Neither party agreed the investigator's recommendation and both want an ombudsman's decision. Ms A said BG should pay for the new flooring. She didn't think the £100 additional compensation was enough. She also said BG had based its offer on the wrong value of her dishwasher, which was no longer available. BG said its existing offer was fair.

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 partly uphold this complaint. I don't think BG's original offer was fair and reasonable. It should pay additional £100 compensation. I'll explain why.

claim

As the part needed to repair the dishwasher isn't available the policy says BG will make a contribution towards a replacement of 30% of the current retail price as the appliance was over three years old. BG's offer of 50% is more than it's required to offer.

Ms A's point is that it's undervalued the price of her dishwasher at £412.83. She says it was worth £599. Neither party has provided evidence of how they got their valuations. BG spoke to the manufacturer and the model has been discontinued.

But even if I take Ms A's valuation as being correct, 30% of £599 is £179.70, and that's what BG has to pay under the policy. BG's offer is £206.41. So even on Ms A's valuation its offer is still more than it's required to pay under the policy and is fair and reasonable.

water damage

BG's records show in 2017 it told Ms A about a problem with the sink connection so that may well have been a problem waiting to happen which BG's work in 2018 triggered. But even if BG was responsible for causing the leak, the issue I have to decide is whether there's evidence that the leak caused irreparable damage to Ms A's kitchen floor.

I've seen the video and photos Ms A sent us which show a small amount of water in the kitchen cupboard and concrete flooring with patches of discolouration. I haven't seen any photos of the scene from BG as it says Ms A made its engineer delete the photos he'd taken.

Ms A's video and photos don't show any more evidence of water damage than BG's engineer who attended the leak notes describe; a slow drip from under the sink and a small amount of water. His report says he secured the pipe, isolated the leak and cleared up the water.

I've seen no evidence to support Ms A's suggestion that the leak caused irreparable damage to her kitchen floor. From the leak I've seen evidence of, I think it's very unlikely to have caused irreparable damage to the floor particularly when the leak was repaired the same day Ms A says the leak started.

BG doesn't need to make any payment to Ms A for her kitchen flooring.

compensation

BG took too many visits and too long to get to the stage where it knew it should pay a contribution to settle Ms A's claim. Ms A says she had to take time off work for its visits but I don't generally award compensation on a lost income basis in these circumstances, and there's no reason to do so in this case.

I've listened to the call recordings BG sent us and its representatives speak appropriately to Ms A. However the BG representatives were female in those calls and Ms A complained about how a man, one of the service managers, spoke to her. So the relevant call hasn't been sent by BG and it's now told us not all its calls are recorded

BG's notes show Ms A told it the service manager was quite rude and unhelpful to her. She's told us BG brushed aside her concerns about the value of her dishwasher. As I've not been able to hear the relevant call/s I don't know how the conversation/s went but there's no evidence to show what Ms A described was incorrect. She says she was already stressed dealing with BG and I understand why conversations as she's described would add to her upset.

So I think an additional payment of £100 is a fair outcome to acknowledge BG's overall service issues. I understand that BG sent cheques for the original offer payments but Ms A hasn't cashed those cheques. For the avoidance of doubt the £100 is in addition to the £160 compensation BG offered.

my final decision

I partly uphold this complaint.

I require British Gas Insurance Limited to pay Ms A:

- £206.41 for her dishwasher claim as it had already offered, and
- £100 compensation in addition to the £160 it had already offered for her distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 11 April 2019.

Nicola Sisk
ombudsman