

complaint

Mrs C is not happy with the amount British Gas Insurance Limited (British Gas) has offered to replace her broken fridge freezer.

background

The background to this complaint was set out in my provisional decision, dated 6 September 2017.

In my decision, I said I intended to uphold the complaint. I felt British Gas let Mrs C down on her claim. And it was British Gas who put Mrs C in the position of needing a replacement fridge freezer.

I was persuaded, from the evidence I'd seen, that the Sub Zero fridge freezer model was a like for like replacement. But I didn't think it was reasonable for Mrs C to receive full payment for the replacement model. I felt this would put her in a better position, given that her existing model was around eight years old. I said I was minded to make a deduction from the cost of the replacement appliance of 30%, to take account of this.

I agreed with our investigator that a total of £350 compensation was reasonable for the problems British Gas put Mrs C to and for the inconvenience she had faced.

But I didn't feel it would be right of me to make an award for other works Mrs C was undertaking in her kitchen, based on the information I currently had.

Mrs C responded to my provisional findings. She said she felt it was unfair that 30% was being deducted, as British Gas had put her in this position. She said the lifespan of this model of fridge freezer is very long and she's only had the model for the infancy of its lifespan. Mrs C said she has all American appliances in her kitchen and she saves hard to buy items like this, which last.

As for the additional work in her kitchen, she said she's not in a position at the moment to have the work done and she'll have to save up before this work can be completed. She doesn't expect the whole amount to be paid, but thinks a percentage should be, due to British Gas' error.

British Gas didn't respond to my provisional decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I've come to the same conclusions as in my provisional decision and for broadly the same reasons.

I thank Mrs C for her response to my provision decision and I acknowledge the points she's made.

I have no doubt this model of fridge freezer is built to last. That doesn't, detract from the fact Mrs C's existing model was still around 8 years old. So I don't think it would be reasonable that she receive full payment for a brand new model (despite British Gas' error).

And I'm still not minded to make an award for the additional works Mrs C is undertaking in her kitchen.

I've seen various quotations for the work. But there's still an element of uncertainty around this matter for me. In addition, although the Sub Zero model may be Mrs C's preferred choice of replacement; I do feel its size and the effect on her kitchen could've been factored in before a final choice was made.

my final decision

My final decision is I uphold this complaint about British Gas Insurance Limited.

I require British Gas Insurance Limited to pay £10,836 towards Mrs C's replacement fridge freezer. This figure takes into account the 30% deduction from the recommended retail price of £15,480. And the payment from British Gas Insurance Limited will be subject to proof of payment from Mrs C.

I require British Gas Insurance Limited to pay Mrs C £350 compensation for the inconvenience she has been put to.

I make no other award against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 6 November 2017.

Paul Phillips
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