

The complaint

Mr P complains about the service he's received from British Gas Insurance Limited on his multi-premises home emergency policy.

What happened

In August 2019, Mr P called British Gas because of faults with a smoke alarm. The engineer said the works weren't covered because the alarms weren't wired in. He was told he'd need to pay a fee to reconnect the alarm.

Mr P said he didn't know the alarms weren't wired in. He said British Gas' engineer told him the fire brigade had likely disconnected the alarm because he had a battery-powered alarm too. But Mr P said the fire brigade disputed giving this advice. So he got back in touch with British Gas.

British Gas' notes showed that April 2011, one of its engineers had visited Mr P's property to investigate a faulty smoke alarm. The notes stated the engineer had disconnected a '*faulty fire alarm circuit*' and that the fire brigade had fitted their own alarms. British Gas said Mr P would've been given a job sheet by the engineer, which explained what work had been done. Mr P said he hadn't been told the alarms were being disconnected.

Mr P wasn't happy with British Gas' explanation and he made a complaint. British Gas said the engineer no longer worked for it, so it couldn't ask them to explain why they'd disconnected the alarms. But it agreed to install a new alarm system for Mr P free of charge. As the engineer fitting the system attended the wrong address initially, it also offered Mr P £20 as a gesture of goodwill.

Mr P was still unhappy with the service he'd got from British Gas. He said his family had been at risk since 2011 because his alarm system had been disconnected. He told us he'd needed to buy new alarms during the two-week period between him finding out about the disconnection and the new system being fitted. He asked us to look into his complaint.

Our investigator thought Mr P's complaint should be upheld. He didn't think British Gas' engineer had let Mr P know he'd disconnected the alarm. That's because Mr P's policy had covered repairs to wired-in smoke alarms. He thought Mr P would've chosen to get his system repaired rather than leave himself and his family less protected than he'd have liked to have been. He noted Mr P had spent money buying extra alarms after he learned his system had been disconnected. And he felt Mr P would've suffered additional trouble and upset during the two-week period between finding out about the disconnection and the fitting of the new system. So he recommended British Gas pay Mr P £200 compensation.

British Gas didn't respond to the investigator's recommendations, despite repeated chases. It didn't respond to the letter letting it know Mr P's complaint would be passed to an ombudsman. So the complaint's now been passed to me to decide.

What I've decided – and why

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 decided British Gas should pay Mr P £200 for his distress and inconvenience. I'll explain why.

There's no dispute that British Gas' engineer disconnected the alarm system back in April 2011. The job notes are clear. British Gas says Mr P would've been told the system was being disconnected and this would've been set out on the job sheet the engineer left after their visit. Mr P said he wasn't told the system had been disconnected.

Unfortunately, there's no job sheet available to show what the engineer told Mr P. And the engineer's now left British Gas, so there's no possibility of asking them for any recollections about what happened. So I need to decide what's most likely to have happened, given the available evidence.

Firstly, I've thought about what Mr P's policy covered. I've considered the policy wording from the time of the 2011 claim. It covered repairs to a smoke alarm which was wired-in. The engineer had been called out to check a faulty smoke alarm system. Given Mr P had been concerned enough to make a claim for the system, it seems unlikely he'd have chosen not to get it repaired on the policy and would've chosen to simply disconnect it. Especially because the battery operated alarm he says the fire brigade had installed as additional protection wouldn't have been covered by the policy.

And as Mr P has said he put in a battery-powered alarm as extra protection, it doesn't seem likely he'd have wanted to rely on this as the only source of fire protection.

I've thought carefully about Mr P's actions once he found out his alarm system had been disconnected. He immediately tried to find out why this'd happened and was worried enough to want a new system fitted. He's also told us he bought new alarms to protect his home during the period he knew he was without a fitted system. This suggests fire safety is very important to Mr P. So it seems to me if Mr P had known back in 2011 that he no longer had a fitted alarm system, he'd have likely got the alarms fixed and wired back in.

Having considered these points, I think it's most likely Mr P wasn't told his system had been disconnected by the engineer. And I think this has caused Mr P some distress and inconvenience.

I've then considered what I think British Gas should do to put things right. I accept it fitted a new alarm system at some cost to itself. But I don't think this is enough to recognise the trouble and upset it caused Mr P. It seems to me that this is only what should've happened back in 2011. And for a two-week period, he knew his family and home were less protected from fire than he wanted them to be. He had to make calls to British Gas to find out what'd happened and then to chase up getting repairs done. And he incurred extra expenses in buying new alarms to protect his property while waiting for British Gas to install a new system.

Like the investigator, having considered these points, I agree an award of £200 for Mr P's distress and inconvenience is fair and reasonable in the circumstances. So this is what I'm telling British Gas to pay him.

My final decision

For the reasons I've given above, my final decision is that I uphold Mr P's complaint.

I direct British Gas Insurance Limited to pay Mr P £200 for his distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 3 June 2020.

Lisa Barham
Ombudsman