

## **The complaint**

Mr H and Mrs H have complained about British Gas Insurance Limited (British Gas) dealt with a claim under their home emergency policy.

## **What happened**

Mr H and Mrs H's electricity went off in their home. So, they contacted British Gas to send an electrician. When the electrician visited, he found a fault and restored the power. However, a couple of days later, the electricity went off again. After further investigation, a water leak was found under the floor. So, an electrician disconnected the power in that part of the house.

Mr H and Mrs H arranged for a plumber to fix the water leak and then arranged for British Gas to reconnect the electrics. However, when the British Gas engineer visited, he carried out some tests and said it wasn't safe to reconnect the electrics.

Mr H and Mrs H complained to British Gas, including about the conduct of the engineer. When British Gas replied it said it had been unable to carry out a repair when the engineer visited because there was still water damage present and it would have been unsafe to reconnect the electrics. It said the damage was caused by an escape of water and that its policy didn't cover damage covered by other types of insurance. However, it accepted Mr H and Mrs H had received a poor level of service and offered £180 as a gesture of goodwill.

When Mr H and Mrs H complained to this service, our investigator didn't uphold the complaint. He said British Gas had acted in line with the terms and conditions of the policy by not dealing with the damage and that £180 was appropriate to address the poor service.

As Mr H and Mrs H didn't agree, the complaint has been referred to me.

## **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 don't require British Gas to do anything further. I will explain why.

Mr H and Mrs H contacted British Gas a few times because their electricity kept going off. British Gas identified there was an escape of water entering their home, which had damaged the electrics. The policy documents said:

*“Any damage that's covered by other kinds of insurance*

*Your product doesn't include repairing or replacing any damage caused by extreme weather, flooding, escape of water, structural issues, fire or explosions – or any other kind of damage that's normally covered by household insurance – unless your product specifically includes it.”*

So, from what I've seen, the damage wasn't covered under the terms of the policy. I also note that Mr H and Mrs H made a claim under their household insurance, which their insurer seemed to deal with. I'm aware that Mr H and Mrs H have also said British Gas should have dealt with its "*fair share*", including because their British Gas policy covered accidental damage, which is often covered by home insurance. However, I haven't seen anything to suggest it was unreasonable for British Gas to say the claim wasn't covered under the policy based on its engineer's investigations to find the cause of the damage to the electrics.

Mr H and Mrs H have said British Gas should have specifically highlighted the relevant part of the policy. I've read the Insurance Product Information Document (IPID) and can see that this didn't say about cover under other insurance policies. But I wouldn't expect this document, which is meant to provide a short summary of the product, to include the full details as described in the policy booklet. The IPID also said full information on the product was in the terms and conditions. I think that was reasonable in the circumstances.

Mr H and Mrs H have also said their premium should be refunded. However, I'm not persuaded this should happen. British Gas did visit to look at the electrics and switched off the power. However, it then identified that the cause was something that wasn't covered by the policy. I've also haven't seen anything to suggest Mr H and Mrs H couldn't have benefitted from the policy if they had made a claim for something that was covered by it.

I'm aware that Mr H and Mrs H were concerned about some of the service they received from British Gas. Looking at what happened, I can see that there were issues with engineers visiting, that the engineers might not always have clearly explained their findings and that Mr H and Mrs H were concerned about the attitude of an engineer. British Gas accepted there had been issues and offered £180 as a gesture of goodwill. In the circumstances, I think that was reasonable and in line with what I would have said it should pay.

### **My final decision**

For the reasons I have given, it is my final decision that I don't require British Gas Insurance Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 19 October 2021.

Louise O'Sullivan  
**Ombudsman**