

The complaint

Mrs C is unhappy with the way British Gas Insurance Limited (British Gas) handled her home emergency claim.

What happened

On 31 March 2021, Mrs C noticed all the electrical switches in her house had stopped working. The only exception to this was her lights. So, she asked British Gas to send an engineer to help solve the problem.

The engineer attended on the same day and attempted a temporary repair. However, he also explained the only way to stop the problem would be to replace the consumer unit. He also provided her with a verbal quote totalling £852 and said she would receive written confirmation of it within the next hour. After the engineer left, Mrs C realised the engineer's attempt at a temporary repair had been unsuccessful. As she was concerned about the food in her freezer, a neighbour kindly agreed to keep it powered via an extension lead. But she otherwise, remained without power.

On 1 April 2021, Mrs C requested a further emergency appointment. British Gas then agreed to send out a different engineer. This engineer called Mrs C before he arrived at her property. However, when she explained what had happened the day before, he said he would call her back. The engineer then cancelled the job as he realised, the visit wouldn't be productive. Unfortunately, he didn't inform Mrs C of this decision.

On 2 April 2021, Mrs C requested a third engineer's visit. On this occasion the engineer did attend her property. However, he also said he couldn't do anything to help as the consumer unit needed to be replaced. He therefore told Mrs C to wait for the appropriate team at British Gas to contact her.

On 4 April 2021, Mrs C received an email from British Gas which confirmed the details of the £852 quote. However, by this time she'd already arranged for the work to be completed by a family friend. In total, Mrs C has said she went without power for four days.

On 5 April 2021, Mrs C sent British Gas a complaint letter. She said they'd abandoned her during her time of need. So, they needed to put things right. She also couldn't understand why the engineer who visited her on 2 April 2021, simply repeated what she'd been told on 31 March 2021.

In response to the complaint, British Gas paid Mrs C £100 compensation. They also apologised for the poor customer service she'd received. Mrs C initially accepted this offer, but later decided to escalate the matter to our service.

An investigator then considered the complaint but didn't uphold it. She agreed with Mrs C that she'd received poor customer service, but she didn't think the compensation should be increased.

She also concluded that British Gas had acted fairly by declining the claim. As Mrs C had taken out a 'repair only' policy and the consumer unit needed to be replaced. Lastly, she

said our service couldn't comment on the delay in receiving the written quote for the private works as that arrangement didn't relate to her insurance policy.

Mrs C didn't accept our investigator's opinion. In summary she said the work should have been covered under the terms of her policy, as the policy wording says replacement parts are included. None of the engineers told her the work wasn't covered, and she didn't receive the written quote until 4 April 2021. She therefore said British Gas should pay her more compensation to reflect the fact they abandoned her. As our investigator's opinion remained the same, the case was passed to me to decide.

Provisional decision

On 28 February 2022 I issued a provisional decision. I said I couldn't comment on British Gas' delay in providing a private quote as that issue didn't relate to a regulated activity.

I also said:

Claims decision

Before reaching this decision, I asked British Gas to clarify the reasons they declined Mrs C's claim. In response, they said an exclusion applied as the repair work was connected to a design fault. Due to the passage of time, their engineers couldn't recall the details of the claim. However, the completed engineer's log evidenced their position. They also said Mrs C accepted the verbal quote. So, she should reasonably have been aware, she wasn't covered under the terms of the policy.

I've therefore reviewed the engineer's log from 31 March 2021. It says:

CODE4 New cons unit req, rcd failure, design fault on install is chargeable job, quote accepted.

The policy wording also includes the following general exclusion:

Pre-existing faults

*Your **products** don't include cover for any faults or design faults that:*

- Were already there when your boiler, appliance or system was installed*
- Existed when you first took out the **product***

So, while I appreciate the engineer's notes are brief, I don't think British Gas acted unreasonably or unfairly by declining the claim. As they are entitled to rely on the expertise of their engineers and design faults are excluded under the terms of the policy.

I've also carefully considered Mrs C's comment that she wasn't informed about the claim decline during any of the appointments. However, as she accepted the verbal quote for the cost of the works on 31 March 2021, I don't think this is likely to have been the case. I would also reasonably have expected her to have questioned the need for this quote, if she felt the engineer's conclusions were incorrect or the work should be covered.

Customer service

Following the appointment on 31 March 2021, I would reasonably have expected British Gas to have declined Mrs C's requests for further emergency appointments. As based on the engineer's log, they should have seen her claim wasn't covered and simply explained why this type of appointment wouldn't help.

It's also unfortunate the second engineer didn't update Mrs C when he realised the scheduling error. If they'd done so, Mrs C wouldn't have been left waiting for his visit. It's also possible Mrs C could have arranged for the work to have been completed slightly earlier than she did. As while I do think Mrs C should reasonably have known the work wasn't covered following the first appointment, additional clarification may have helped. It's also unlikely the final appointment on 2 April 2021 would have taken place.

I don't dispute that going without power for four days would have been very difficult for Mrs C, but as the required work wasn't covered under the terms of the policy, I'm satisfied it wouldn't be fair to hold British Gas responsible for this.

British Gas caused Mrs C some confusion. They also wasted her time and provided poor customer service. However, I'm satisfied the £100 compensation they've already paid her fairly reflects this. Mrs C feels strongly that this amount should be increased but based on the timescales involved and the overall impact, I see no reasonable grounds for doing so.

Both sides accepted my provisional decision and said they didn't wish to provide any additional evidence.

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.

As both sides accepted what I said in my provisional decision, I see no reason to depart from the conclusions I've already reached in this case. I remain satisfied British Gas acted fairly and reasonably by declining the claim. I also think their £100 compensation payment was fair. So, I don't direct British Gas to do anything more.

My final decision

For the reasons I've explained, I don't uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 4 April 2022.

Claire Greene
Ombudsman