

## **The complaint**

Mr S complains British Gas Insurance Limited (British Gas) unfairly declined his claim on his home emergency policy.

## **What happened**

Mr S found he had several plug sockets that were not working in his house, so he made a claim on his home emergency policy that he held with British Gas.

A British Gas engineer attended and said he was unable to complete the work as there was evidence of third-party work that had caused the fault. The wires had been cut and disconnected from the fuse box and needed to be rewired. This was not covered under the terms of the policy.

Mr S disagreed and said he had not had any work completed on his electrics since it was rewired in 1995. British Gas sent another engineer to obtain a second opinion. The second engineer also reported that wires had been cut at some point.

British Gas confirmed that this work was excluded under the terms of the policy. It said it was a chargeable repair because the wires had been disconnected by a third-party. It said it could provide a quote for the cost of the repair.

British Gas paid Mr S £50 for a delay in progressing his complaint.

As Mr S was not happy with British Gas, he brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and said they didn't think British Gas had done anything wrong. The work required to resolve the issue is due to the sockets being disconnected by a third-party, which is an exclusion of Mr S's policy.

As Mr S is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

## **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.

In this case it was found there was damage to the wires to the plug sockets. Two separate engineers concluded that wires had been cut. Mr S said he has not had any work undertaken on the wiring since he had it rewired in 1995. And so he does not know how this happened.

Mr S said the sockets were working when he took out the insurance policy in October 2021 and he contacted British Gas in March 2022 to report the fault, so it would be between these dates the sockets stopped working. He could not be more specific than this.

Mr S said maybe the British Gas engineer took the wire out because he could not fix the problem. However as there was already an issue with the sockets before any British Gas engineers attended it could not have been a British Gas engineer that caused the damage to the wire.

I think it is unlikely that this damage was caused at the time the house was rewired, as this was completed more than 25 years ago. And the issue with the sockets was a recent issue.

In the absence of any evidence that confirms how or when the wires to the sockets became cut, I think that it has to be accepted the wires were cut by accident by an unknown third-party before Mr S made the claim on his home emergency insurance policy.

I looked at the terms and conditions of the policy. And on page 30 it says;

*“General exclusions*

*Work carried out by anyone but us*

*Unless your product includes accidental damage we won't cover any damage you've caused.*

*If anyone other than us carries out any work on your boiler, appliance or system and damages it, or that work has not been completed properly, your cover doesn't include putting that right.”*

Therefore Mr S's claim is not covered because British Gas's engineers both concluded that there was evidence of third-party work that had caused the fault.

I acknowledge Mr S has said that no one had undertaken any work on his wiring, so I also looked at Mr S's insurance policy information document to check what was included and excluded on the policy. Included in the list of what is not insured is accidental damage.

I think British Gas are also able to rely on this exclusion to decline Mr S's claim.

Therefore, I do not uphold Mr S's complaint and do not require British Gas to do anything further in this case.

### **My final decision**

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 13 December 2022.

Sally-Ann Harding  
**Ombudsman**