

## **The complaint**

Mrs C complains that British Gas Insurance Plc failed to deal with an emergency electrical repair and she had to engage her own contractor and pay for the repair .

## **What happened**

Mrs C holds a home emergency policy with British Gas which includes home electrical cover. In November 2022 she called out an engineer because of a fault with her electrics in the garage which was tripping the circuit.

After an examination, the engineer told Mrs C that she was not eligible for a repair as the cable that was damaged was a Pyro cable, and a new cable needed running from the consumer unit to the garage. They said this type of wire wasn't covered by the policy and the charge would be approximately £500 to replace the wire.

Mrs C complained as she says that the policy booklet only mentions exclusions for lead and rubber sheathed cables, and so repairing this wire should be covered. Mrs C then had to find her own contractor, who completed the repair for £356.77.

British Gas didn't uphold Mrs C's complaint because they said that the policy didn't cover this type of wire or provide for upgrades.

Mrs C was unhappy with this response and brought her complaint to us. One of our investigators has looked into Mrs C's complaint and he thought British Gas should cover the cost of the repair and pay Mrs C £100 compensation.

British Gas disagreed with our investigators view, and so the case has come to me to review.

## **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.

I'm upholding this complaint and I'll explain why.

I have to decide is whether British Gas have complied with the terms and conditions of the policy and acted fairly in declining the claim.

I've looked at the policy booklet to see what electrical repairs are covered. At p14 under the home electrics section of the policy it says cover is for:

"All repairs to the mains electrical system and wiring on your property, for example:

- *The fuse box, light fittings, switches, sockets, isolation switches and your immersion heater timing switch" and includes*
- *A replacement of parts we can't repair"*

But it excludes:

- *“The electricity supply cable up to the fuse box or mains isolation switch if fitted,*
- *Rubber or lead covered cables*
- *Complete system rewire.”*

British Gas’s engineer advised Mrs C that he couldn’t replace the wire from the fuse board to the garage as it was a Mineral Insulated Copper Conducted Wire (Pyro) and he didn’t have the type of tools needed to work with that type of wire. This would mean changing the wire to a twin and earth cable, which is an upgrade.

I appreciate that the engineer might not have the right tools or training to replace the wire, but I can’t see that repairing or replacing a Pyro wire is excluded under the policy, which covers “all” repairs to the wiring unless specifically excluded.

There is a specific exclusion is for rubber or lead covered wires, and I think that if British Gas also intended to exclude Pyro wires, they should have added it to that exclusion. As it’s not there, then it’s fair to assume Pyro wire is included under “all” wiring.

The second reason given by British Gas for not covering the repair is that the Pyro wire didn’t have twin and earth in the wire so any work carried out would mean they had to upgrade the connection from the fuse box to garage, and as an upgrade it’s not eligible to be covered.

The general exclusion in the policy says

*“Your product only includes repairing or replacing your boiler, appliance or system when it stops working properly – it doesn’t include any improvements or upgrades, for example: replacing smoke alarms that are past their recommended replacement date or expiry date, replacing working radiators, swapping standard radiator valves for thermostatic ones or replacing electrical cables and fuseboards that still work. Where we’ve told you that an improvement is necessary, we may not continue to make repairs on that part of your boiler, appliance or system unless the work has been carried out.”*

Mrs C has assured us that the wiring inside the fuse box and in the garage termination box had already been converted to 2.5mm twin and earth and so the only repair/replacement required was of the length of wire between the boxes. The invoice provided supports this. So I’ve considered whether replacing this length of faulty wire is an “upgrade” and therefore excluded.

The policy wording defines an upgrade as “improvements that make your system safer, or more efficient”. As far as I can ascertain, both Pyro and 3 core twin and earth cables are still used, and neither one is safer or more efficient than the other, so I’m not satisfied that this can be classed as an upgrade for the purposes of the policy, it’s just a different type of wire. The general exclusion also refers to an improvement or upgrade being “replacing electrical cables and fuse boards that still work”. Again this isn’t the case here as the wire is faulty and needs repairing or replacing.

And so I don’t think British Gas has acted fairly in excluding the repair/replacement of the wire under the terms of the policy and I think it is fair for them to cover the invoice for the contractor Mrs C has used.

When a consumer takes out a policy to cover home emergency, it is disappointing to then be in a position where you have to make your own arrangements. Many elderly people take out

these policies specifically to avoid that situation because they are unable to manage organising repairs themselves.

In this case, not only did Mrs C not have the repair completed under the policy as it should have been, but she was left without full use of her garage for almost three months over the winter while she disputed the matter with British Gas and then ultimately had to find the funds to pay for the repair. She found this stressful.

So, taking into account the inconvenience caused by having to arrange her own repairs, and not have the use of her garage I am making an award of £100 for distress and inconvenience.

### **Putting things right**

In order to put things right, British Gas should:

- Pay Mrs C £356.77 in respect of the invoice for replacement of the wire
- Pay Mrs C 8% simple interest on that sum from the date the invoice was settled and inconvenience.
- Pay Mrs C £100 for the distress and inconvenience caused.

### **My final decision**

My decision is that I uphold Mrs C's complaint and direct British Gas Insurance Plc to put things right as outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 8 August 2023.

Joanne Ward  
**Ombudsman**