

The complaint

Ms A complained that British Gas Insurance Limited (“British Gas”) unfairly declined her claim to repair her patio lights under her Home Emergency policy.

What happened

Ms A made a claim when she had a fault with her home electrics. The electrician repaired the internal faults to the home, but said he had to return to repair the patio lights.

Part way through the claim and after assessing the problem, British Gas informed Ms A that her policy didn’t cover the external lighting as it was excluded from policy. Ms A thought the policy terms were ambiguous. She has shown evidence that British Gas employees thought the terms were ambiguous too. So, she’d like British Gas to complete the repairs or to fairly compensate her getting the work completed. British Gas did acknowledge that it confused Ms A in communication about whether the claim would be covered, so it offered her £150 compensation.

The electrician had dug up and exposed two of the patio lights. Ms A is unhappy that British Gas have left these exposed and it has caused them to weather.

Our investigator decided not to uphold the complaint. He thought British Gas had declined this part of the claim fairly in line with the policy terms. He did think British Gas had caused confusion and false expectations. However, he thought the compensation offered by British Gas was reasonable in the circumstances. Ms A disagreed, so the case has been referred to an ombudsman.

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.

Ms A has said she thinks the policy is ambiguous and she’s shown evidence that a decision maker in British Gas has the same opinion.

Ms A has pointed to the two aspects of the policy which she feels are contradictory. I have checked the policy.

Under home electrics, it states what is and isn’t covered. It states under what’s covered *“all repairs to the mains electrical system and wiring on your property”*, for example *“outside lighting as long as it’s fixed to your home or outbuildings and fitted less than ten metres above ground”* is covered.

And later, it states *“outside lighting not fixed to your home or outbuildings”* isn’t covered.

Ms A has discussed the definitions of both property and home which are both defined in the policy. I appreciate Ms A has found the statements ambiguous and she’s provided evidence

that British Gas staff have also been confused by the definition.

However, reading both these terms, they both explain that for outside lighting to be covered it needs to be fixed to the home or outbuildings. For clarity, "home" is defined in the policy as *"the building, including any attached garage or conservatory where you live or a home you own, including holiday homes or rental properties"*.

Therefore, as the patio lights weren't fixed to the building, they wouldn't be covered by the policy, so I think British Gas has been fair in declining the claim to repair the patio lights.

I appreciate Ms A thinks the term has a broader interpretation due to the wording *"home you own"*. But I think British Gas clarifies what it means in the following part of the sentence which is holiday homes or rental properties. So, in my view it has explained the meaning and use of the term here.

I do think British Gas failed Ms A as its staff weren't knowledgeable on what the policy covered and it misled Ms A. This led to raised expectations which proved to be false. However, British Gas acknowledged this and offered £150 compensation. I think this is fair. British Gas should ensure this is paid if it hasn't already done so.

Ms A has pointed out that the electrician left two lights dug up in the garden from his initial investigations. She says this was raised with British Gas. Unfortunately, I haven't seen evidence that this has been raised with British Gas before this issue was escalated to our service (or before British Gas raised its Final Response Letter). Therefore, I don't have jurisdiction to consider this.

I have no doubt if Ms A does raise this with British Gas, it will ensure the two lights that were dug-up are put back and are in the same condition they were before it visited Ms A's property. Which could involve, replacing parts if they've been damaged by the elements. However, for the reasons I've set out I don't uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint. I don't require British Gas Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 25 March 2025.

Pete Averill
Ombudsman