

The complaint

Miss T complains about the way in which British Gas Insurance Limited (BGIL) handled and settled a claim she made under her HomeCare cover.

What happened

The background to this complaint and my initial conclusions were set out in my provisional decision dated 16 August 2025 – a copy of which is set out here. In my provisional decision I explained why I didn't intend to uphold Miss T's complaint in part. I said:

“What happened

Miss T has been a longstanding customer of BGIL and has held a HomeCare policy for a number of years. Miss T's HomeCare policy provides cover for an annual boiler service, accidental damage and repairs relating to the plumbing systems, gas central heating system and mains electrical system and wiring.

Miss T said she's been contacting BGIL about issues relating to her kitchen lighting since 2021. She stated that there's been around 13 visits to her property by BGIL appointed engineers to assess and repair issues she's reported with her kitchen spotlights. However, she said BGIL hasn't resolved the problems reported with her light fittings and she's unhappy with the service it's provided.

BGIL disputes that there's been 13 visits to Miss T's home. However, it accepts that over the years, it has replaced transformers in the light fittings and lamp holders as a result of Miss T reporting issues with the spotlights not working properly.

The most recent visit to Miss T's property took place on 24 June 2024 after she reported a fault with her kitchen lighting and asked to make a claim under her policy. During this visit, an engineer appointed by BGIL inspected the spotlights within Miss T's kitchen and advised that they were unsuitable for the area in which they were sited as they were open backed, which doesn't comply with fire safety regulations. The engineer noted signs of heat damage in the area surrounding the light fittings and warned of the potential fire risk in their continued use.

Based on the engineer's opinion, BGIL declined to provide assistance. It informed Miss T that no work would be undertaken under the remit of the HomeCare policy due to safety concerns. And it offered to provide a quotation to Miss T to resolve this issue by replacing the spotlights with fire safety compliant light fittings.

Miss T was unhappy with the outcome of her claim and complained. She stated that the spotlights had been installed when her extension was built. And she asserted that BGIL had attended her property previously for the same issue and had worked on the lights. She disputed that the light fittings were unsafe and argued that she'd not been informed of this during prior visits by BGIL's appointed engineers.

BGIL considered Miss T's concerns and offered to revisit her property to inspect the lights and provide a second opinion on their safety. However, this offer was declined by Miss T. She requested that BGIL refund all the premiums paid for the HomeCare policy and didn't renew the policy when it expired.

On 12 August 2024, BGIL issued its final response to Miss T's complaint. It didn't uphold her complaint and explained that, because the visit to offer a second opinion was declined, there was no evidence that the opinion of the engineer who'd attended her property on 24 June 2024 was incorrect or unreasonable. BGIL declined to refund the premiums paid by Miss T under the policy explaining that the remit of the policy was wide and didn't only cover issues relating to lighting. But it offered to reimburse Miss T £70 as a gesture of goodwill to resolve her complaint.

Being dissatisfied with BGIL's response to her complaint, Miss T referred it to our service. Our investigator looked into what had happened and empathised with Miss T. They issued several views in which they stated how they thought BGIL should resolve this complaint. Ultimately, they recommended upholding the complaint. They were thought BGIL should re-attend Miss T's property to provide a second opinion and evidence to support the decision to decline the claim.

BGIL disagreed with our investigator's latest view of this complaint and declined to reattend Miss T's property due to the passage of time since its offer to do so. But our investigator's opinion remained unchanged. So, BGIL requested an ombudsman's review. I've therefore been asked to decide the fairest way of resolving this complaint.

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 sorry to hear about the difficulties Miss T experienced here. I know she feels very strongly about this matter and I appreciate the reasons she brought her complaint to our service. However, while I sympathise with Miss T, the issue that I must determine is whether BGIL made a mistake, or treated her unfairly, in declining this claim such that it needs to now put things right.

As I explained in the background to this complaint, our investigator wasn't persuaded that BGIL had acted fairly or reasonably in dealing with Miss T's complaint. And they set out in detail how they thought it should put matters right. I don't agree with their view for the reasons I'll set out below. And, because I'm not intending to uphold this complaint, I'm drafting a provision decision to give Miss T and BGIL the opportunity of providing any further evidence or representations that they wish me to consider before a final decision is issued.

This service is an informal dispute resolution service. When considering what's fair and reasonable, I'm required to take into account a number of matters, which include relevant law and regulations, regulators' rules, guidance and standards, codes of practice, the terms and conditions of any insurance policy and, where appropriate, what I consider to have been good industry practice at the relevant time. I'm not limited to the position a court might reach.

I've read and considered all the information provided by Miss T and BGIL, but I'll concentrate my decision on what I think is relevant to decide the complaint. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is the right outcome.

Miss T has shared her concerns and frustrations with our service in relation to visits to her property undertaken by BGIL's instructed engineers, which took place prior to 24 June 2024. As our investigator's informed Miss T, these concerns won't be addressed here. This is because the complaint that Miss T made to BGIL, and the final response it provided her, related only to the visit that was undertaken on 24 June 2024. For clarity, this final decision won't address any concerns raised in relation to any visits prior to that date.

I can see that Miss T has correctly been signposted back to BGIL to complain about any other visits that she has concerns about that took place prior to 24 June 2024. This was helpful advice by our investigator. And it's a matter for Miss T whether she wishes to pursue that option. Our service is unable to offer any advice about that.

In relation to the visit to Miss T's property on 24 June 2024, I'm satisfied there's sufficient evidence available to enable me to reach a decision about whether BGIL acted fairly and reasonably during this visit and subsequent to it. I say this because this visit has been the focus of the investigation our service undertook and, in addition to the submissions of Miss T and BGIL about that visit, I've also had sight of the final response letter, which provides ample detail around this visit.

The available evidence persuades me that BGIL's appointed engineer spent an appropriate amount of time at Miss T's property on 24 June 2024. They were able to undertake a proper inspection of the light fittings. They observed that the light fittings were open backed spotlights which are sited within an area that's full of insulation. The engineer explained that the absence of closed spotlights and presence of insulation created a potential fire risk. And this was confirmed by the presence of areas of heat related damage surrounding the fittings.

In the overall circumstances, given the available evidence, I'm satisfied it's reasonable that the engineer linked the heat damage they observed to the light fittings given their temporal location. There was no other potential source or cause for the heat related damage. And it's understandable that the engineer shared concerns relating to the suitability and safety of the spotlights with BGIL and Miss T.

I haven't been provided with any evidence from other sources to contradict the opinion of BGIL's appointed engineer or demonstrate that their view regarding the safety and suitability of the light fittings is unreliable. No alternative opinion has been shared to show that the light fittings are compliant with fire safety regulations and therefore safe to use. In such circumstances, I'm satisfied the view of the engineer who visited Miss T's property on 24 June 2024 is credible and I place reliance on their opinion here as a result. I'm also satisfied that BGIL acted fairly in basing decisions about Miss T's claim on what its engineer had said.

I acknowledge Miss T's frustration about the outcome of the visit by BGIL's appointed engineer on 24 June 2024. It must have come as an unpleasant surprise to be informed that her spotlights were unsafe and that remedial work wouldn't be covered under the policy. But that doesn't mean BGIL acted unfairly and unreasonably in declining to undertake work.

I'm aware that Miss T contends that BGIL ought to have informed her that her lights were unsafe prior to 24 June 2024 and that it had opportunity to do so during previous visits to her home. But, as this complaint can only address what happened during the visit of 24 June 2024, if Miss T wishes to dispute the advice or adequacy of inspections at her property prior to that date, she'll need to raise this as a complaint with BGIL separately as already indicated.

As Miss T believes BGIL's decision not to assist her is unreasonable, I've considered whether it acted fairly in declining to undertake work having identified that the lighting installed was unsuitable and potentially hazardous.

Based on the opinion of the engineer that attended Miss T's property on 24 June 2024, I'm satisfied that declining to undertake work where there is a risk to safety was fair and in line with the policy terms. I say this because the policy outlines in clear, intelligible language BGIL's position on undertaking work in dangerous or unsafe conditions. The terms and conditions state:

"We won't start or continue doing any work in your home if we believe there's a health and safety risk, for example: hazardous chemicals, pest infestations, verbal or physical abuse, or harassment. And we won't return to finish the work until that risk is gone"

I've considered whether the action taken by BGIL following its engineer's visit on 24 June 2024 was fair and reasonable.

Because Miss T disputed the engineer's opinion and was unhappy with their advice that the light fittings were unsafe and unsuitable, BGIL offered to reattend her property and provide a second opinion. While this was declined by Miss T, I'm satisfied BGIL acted fairly and reasonably in offering an alternative visit and access to another engineer so that a second opinion could be provided.

I understand Miss T has since changed her mind about allowing BGIL to instruct another engineer to inspect her lights. Our investigator has recommended that BGIL attend to offer a second opinion based on Miss T's decision. But I'm not persuaded that directing BGIL revisit Miss T's home is fair given the passage of time – particularly as there's no evidence to show the engineer's assessment on 24 June 2024 was incorrect and it's more difficult now to identify whether any repairs or upgrades have taken place since that visit.

I've seen evidence that, when it was identified that the light fittings within Miss T's property were unsafe and unsuitable, BGIL offered to provide a quote to remedy this issue. It subsequently informed her that the parts and labour would incur a cost of £720 including VAT.

I'm aware that Miss T is unhappy that BGIL intends to charge her for the work required to resolve the issue with her lighting. But the evidence satisfies me that this is fair and reasonable because here BGIL wouldn't be able to replace the faulty spotlights on a like for like basis given the concerns about safety and suitability. If the defective spotlights were to be replaced, this would involve BGIL removing the unsuitable spotlights and replacing them with fire safety compliant sealed light fittings. This would upgrade Miss T's light fittings, which would constitute betterment.

In common with many insurance policies, betterment isn't permitted under Miss T's HomeCare policy. So, it isn't unreasonable for BGIL to charge for any work required to resolve the issue with the lighting. I'm persuaded that BGIL acted fairly when it informed Miss T that improvements or upgrades aren't covered by the policy. And I can see it's explained fully how the quote has been calculated. I'm not persuaded it can provide any further assistance to Miss T in relation to the quotation it shared with her.

As I explained in the background to this complaint, BGIL didn't uphold Miss T's complaint about the way in which it dealt with her claim or the service it provided during its visit on 24 June 2024. But it offered to pay her £70 as a gesture of goodwill. Miss T told our service that she didn't receive the cheque BGIL sent following its final response letter. And, while I've seen evidence that persuades me the cheque was posted on 14 August 2024, it's possible this cheque went missing in the mail. I'm pleased to see BGIL has offered to issue a new cheque so that Miss T is able to benefit from the goodwill gesture it offered last August.

It's clear that Miss T doesn't think the £70 offered by BGIL adequately reflects her inconvenience and experience. But I agree with our investigator's view that £70 is a fair particularly given this was a goodwill gesture to resolve this complaint and taking into account that I haven't identified any errors by BGIL in how it dealt with this complaint or the concerns Miss T raised. I haven't seen enough evidence to persuade me that a higher award is warranted here. Overall, I think the amount already offered is in line with our approach in similar scenarios. So, I won't be directing BGIL to pay any more here to resolve this complaint.

As I explained in the background to this complaint, Miss T asked BGIL to reimburse her the premiums she paid in relation to her HomeCare policy. It declined to do so. And I'm satisfied this wasn't unreasonable or unfair. I say that because the HomeCare policy provides wide cover for a number of different insured events that may arise. It isn't limited to claims in relation to lighting.

It's clear that Miss T has made claims under the policy over the years she's held her HomeCare policy. This is confirmed by the work schedule provided by BGIL which evidences the call outs to Miss T's property and attendance of various engineers over the years. Under the policy, Miss T has also been able to arrange an annual boiler service each year as this is within the remit of cover. So, I'm satisfied overall that she's had the benefit of the policy she purchased. This means I won't be directing BGIL to refund premiums paid by Miss T.

For the reasons set out above, my provisional decision is that I'm not minded to uphold this complaint or direct that BGIL take any further action to resolve Miss T's concerns".

In my provisional decision I invited both parties to respond with any additional information they wanted me to consider before I made my final decision, which is our service's last word on the matter.

Miss T responded explaining that she was unhappy and disappointed with my provisional decision.

In summary, in her written representations, Miss T explained she wasn't disputing the engineer's advice from June 2024. Rather, she said her complaint was that BGIL had continued to undertake work on the lights in previous years replacing parts and carrying out repeated repairs. She questioned why that had occurred if the lights had been unsafe from the outset. And she stated that work undertaken to repair and replace lights by BGIL's appointed engineers had misled her into believing the lights were safe.

Miss T also stated that she was unhappy with the quality of work undertaken during previous visits to her home because she thought the lights failing demonstrated that BGIL's appointed engineers hadn't undertaken work to a satisfactory standard. Miss T stated that the issues with the lighting remain unresolved and that no upgrade or replacement had ever been carried out.

Miss T wanted me to hold BGIL accountable for the issues relating to her lighting, which she said were because of errors by it. She said the faults with the lights had been caused by poor workmanship and said that, each time lights had been replaced or repaired, they'd quickly failed.

Miss T felt my provisional decision hadn't acknowledged her repeated requests of BGIL for engineer reports documenting earlier visits. And she stated that my provisional decision minimised the impact this had all had on her and had failed to recognise a failure in service by BGIL.

Miss T also thought I hadn't addressed the quotation BGIL had provided to her in relation to further necessary work to replace her light fittings. And she challenged my view that she'd had the benefit of her HomeCare policy over the years when I considered her request for a reimbursement of the premiums paid under the policy. She felt what I'd said was unfair.

Finally, Miss T stated it was unfair to say she'd need to raise a separate complaint about visits prior to 24 June 2024. She thought this diverted from her complaint and would effectively send her on *"a wild goose chase, while allowing British Gas to avoid accountability"*. She asked me to uphold her complaint against BGIL and recognise the trouble and upset and time she'd had to take off work for 13 separate engineer visits over the years as a result of what happened.

Turning to BGIL, it didn't respond to my provisional decision. So, there was no further evidence or written representations from it to consider.

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'll deal first with Miss T's concerns that my provisional decision didn't address her concerns about what happened during visits to her home by BGIL's appointed engineers prior to 24 June 2024. She's unhappy she was informed that she'll need to raise a complaint separately about previous visits. But this is something she's been advised before as I've seen evidence that our investigator mentioned this during their investigation of Miss T's complaint.

Based on the available evidence, I'm satisfied that the complaint Miss T made to BGIL was about what happened during its engineer's visit to her home on 24 June 2024. It's clear from the final response letter BGIL sent Miss T in response to her complaint that, at that point, she was complaining only about this visit. And this is the reason why our service is unable to consider wider issues in respect of previous visits.

While I can appreciate that Miss T may not want to complaint again to BGIL about other visits to her home, our service is unable to investigate areas of a complaint that a business hasn't been able to look into first. It's our process that we won't comment on any complaint that a business hasn't had the opportunity of investigating first. And it's correct, in such circumstances, to inform Miss T that concerns about visits prior to 24 June 2024 need to be referred to BGIL for it to investigate. It's a matter for her whether she wishes to do so.

In her response to my provisional decision, Miss T expressed her unhappiness with the quality of work undertaken during visits to her home that took place prior to 24 June 2024. She stated that she wanted me to hold BGIL accountable for the issues relating to her lighting during previous visits, which she felt was caused by poor workmanship. And she was unhappy that I didn't refer to her difficulties in obtaining engineer reports from previous visits. However, for the reasons already explained, it wouldn't be proper for me to comment on these issues because only the visit on 24 June 2024 is under review by our service.

In relation to the visit by BGIL's engineer that took place on 24 June 2024, Miss T explained she wasn't disputing the engineer's opinion that light fittings were unsafe and a potential fire hazard. As I indicated in my provisional view, the terms and conditions of Miss T's HomeCare policy set out that work won't be undertaken where there's a risk to health and safety such as there is here. So, I remain persuaded that HomeCare's decision not to offer further assistance was fair, reasonable and in line with the policy terms.

I remain satisfied that it would be unfair now, due to the passage of time, to ask BGIL to reattend Miss T's property to inspect the light fittings for the purposes of providing a second opinion. In any event, as Miss T has indicated that she accepts the opinion of the engineer that attended that day, it would seem no longer necessary for a second opinion visit to take place.

I mentioned that Miss T thought I hadn't addressed the quotation BGIL had provided to her in relation to further necessary work to replace her light fittings. But I commented on this in detail in my provisional decision. I explained that I was persuaded that BGIL's intention to charge Miss T for the work required to resolve the issue with her lighting was fair and reasonable because it wouldn't be able to replace the faulty spotlights on a like for like basis given the concerns about safety and suitability.

I also explained that, if the defective spotlights were to be replaced, this would upgrade Miss T's light fittings, which would constitute betterment and, in common with other insurance policies, this isn't permitted under her HomeCare policy.

I also explained that I was satisfied BGIL had provided a clear rationale as to how its quote for work had been calculated. So, I'm satisfied I addressed Miss T's concerns about the work she was quoted for in detail.

Finally, I'll turn to Miss T's concerns that what I said about her having had the benefit of her HomeCare policy was unfair.

As I've mentioned, Miss T held a HomeCare policy for many years. The policy covers Miss T for a number of different insured events and therefore cover extends beyond issues simply affecting her lighting. In addition to cover for other insurable events, Miss T's policy affords her an annual boiler service, which is paid for under the policy.

Even if Miss T hadn't made a claim under the policy, she's still had the benefit of the policy. This is because if something was to develop a fault or go wrong that's covered by the policy and she's able to request that BGIL provides assistance.

While Miss T may not have gained the benefit she'd hoped for during BGIL's visit to her home on 24 June 2024, this doesn't mean she's not had the benefit of the policy over the years. BGIL's business records clearly demonstrate that Miss T has made claims under the policy over the years. So, she's been able to use the policy for the purposes for which it was intended. I'm satisfied, overall, that reimbursing the premiums Miss T paid wouldn't be reasonable or result in a fair outcome to this complaint in the circumstances.

I realise Miss T will be disappointed with this decision. But she hasn't presented any new arguments or evidence that persuade me that I should depart from my provisional decision. I'm therefore not upholding this complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 29 September 2025.

Julie Mitchell
Ombudsman