

complaint

Mr M says British Gas Insurance Limited mishandled a claim under a Home Emergency policy.

background

Mr M had a Homecare 400 policy with British Gas. In February 2017 he made a claim to British Gas for an outdoor light that had stopped working. British Gas arranged for an electrician to attend Mr M's home.

The engineer attended Mr M's home on two consecutive days but said that the light wasn't covered by the policy as it wasn't fixed to Mr M's property. Mr M complained to British Gas but didn't hear a response until August 2017. In the meantime, as he was concerned about the safety of the light, Mr M arranged for an independent electrician to come round and make the light safe.

British Gas agreed it had unreasonably delayed dealing with Mr M's complaint and offered him £50 as compensation. But it refused to repair the light as it said only lights that were attached to the property or that were wired into the fuse box or to the property were covered by the policy.

Mr M complained to this service. He said he disagreed with British Gas's view about how the light was wired as it was wired into the property. And this meant it was covered by the policy. He said that in the circumstances the amount of compensation British Gas had offered was unfair. And that it was also reasonable for British Gas to repay him the £250 it had cost to call out an independent electrician to make the light safe.

Our investigator recommended his complaint should be partially upheld. Mr M provided evidence that the outside light, although not attached to the property, was wired into his home's fuse box and so was covered by the policy. The investigator said looking at the policy British Gas should cover the cost of repairing the light once Mr M has provided it with a quote.

The investigator also said he didn't think £50 compensation was enough looking at how long Mr M had had to wait for British Gas to respond to his complaint. He thought £150 compensation was fair and reasonable for the trouble and upset caused to Mr M.

But the investigator said he didn't have enough evidence to say the light hadn't been safe when British Gas's electrician had left. He didn't think it was fair to ask British Gas to cover the costs of the independent electrician as it wasn't clear what work he'd carried out.

Mr M disagreed with our investigator's opinion and the complaint has been passed to me.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

It's agreed that the home emergency policy Mr M had with British Gas covered the broken outside light. So the electrician sent by British Gas should've repaired the light. And British Gas has accepted that it's fair to cover the cost of repairing the light. But as the home

emergency policy has now ended, British Gas says if Mr M provides it with a quote for the repair it will send him the cost.

It's also agreed that British Gas didn't provide Mr M with the level of service he could reasonably have expected. British Gas has also agreed with our investigator that £150 is a fair and reasonable amount to reflect Mr M's trouble and upset dealing with this matter.

So the issues for me to decide is whether the level of compensation is fair and whether it's fair that British Gas covers the cost of the electrician Mr M had to call out in February 2017 to look at the light.

It's not in this service's remit to punish a business for providing a poor service. Our awards for trouble and upset tend to be modest. Looking at the impact this matter had had on Mr M I think £150 as compensation is fair and reasonable and I wouldn't ask British Gas to increase this amount.

Unfortunately Mr M isn't able to provide me with an invoice or receipt from the electrician he arranged so I don't have any evidence as to what work he did or whether he found the light to be unsafe or not. But I've seen a copy of the notes made by the electrician sent by British Gas. And these say that he was satisfied that the light, although not working, was safe.

So I agree with the investigator that I don't have any evidence that contradicts the view taken by British Gas's electrician. So I can't say that it's fair and reasonable to ask British Gas to pay Mr M £250 for calling out another electrician.

Looking at the evidence I'm partially upholding Mr M's complaint.

my final decision

I'm partially upholding Mr M's complaint. I require British Gas Insurance Limited to do the following:

- Pay the cost of repairing the outside light once it has received a quote from an electrician arranged by Mr M.
- Pay £150 compensation to Mr M for the trouble and upset caused.

British Gas Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr M accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 15 February 2018.

Jocelyn Griffith
ombudsman