

## **complaint**

Mr M complains about the service he received from British Gas Insurance Limited under his home emergency insurance policy.

## **background**

Mr M contacted British Gas about an electrical problem in his bathroom.

An engineer attended and said a transformer was needed and he checked and confirmed that it was available.

Another engineer then attended and British Gas said the required part was non-standard and it wasn't available under Mr M's policy. British Gas also said the relevant circuit didn't comply with the current British Standard for electrical installations. So, its engineers couldn't work on it.

Mr M complained to British Gas. And, being unhappy with its response, he complained to this service.

Our adjudicator thought Mr M's complaint should be partly upheld. And that he should receive compensation of £50 for the trouble and upset he'd experienced as a result of the poor handling of his claim.

Mr M disagreed with the adjudicator's conclusions. He thought British Gas should be required to carry out the repair work under his policy. So, the matter's been referred to me to make a final decision.

## **my findings**

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

I've decided to partly uphold Mr M's complaint and to ask British Gas to pay him £50 compensation for the trouble and upset he experienced as a result of its poor handling of his claim. I'll explain why.

Mr M says the part which needs replacing isn't a specialist part. He says it's a normal transformer. And he says the first engineer who attended checked on his computer and confirmed the part was available.

Mr M also says there's no fault in the relevant circuit. He says his house was built in 1931. And he says British Gas has dealt with various electrical matters for him, since he first took out his policy 20 years ago. Mr M also says he doesn't want compensation. He just wants British Gas to supply and fit a new transformer.

British Gas says in this instance the transformer isn't a standard part. It's a component inside the electronic control unit (ECU). It says the ECU is designed to work specifically with a Velux window. And it will have various limit switches and built in safety circuitry. British Gas says, as such, it's only available as a Velux window control unit. And it says this is a specialist part which isn't covered under Mr M's policy.

British Gas also says it's advised Mr M that some of the bathroom lights and the Velux window are connected to a 32 amp miniature circuit breaker from the downstairs sockets circuit. It says the wiring's undersized and there's a switched fuse spur inside the bathroom. And it says this isn't to current regulations.

In addition, British Gas now says it accepts there'd been confusion at first about whether it could carry out the repair. So, it's prepared to offer Mr M compensation of £50 in recognition of the trouble and upset he's experienced.

Mr M's policy doesn't require British Gas to replace 'non-standard' parts. I note Mr M's comments that the part which needs replacing is a normal transformer. But British Gas has given us expert evidence from its service manager and its operations manager that it's a component inside a Velux window control unit. From the information and evidence I've seen I think it's likely this is a non-standard part, which isn't covered under Mr M's policy.

I've also noted Mr M's comments that there's nothing wrong with the electrical circuitry in his bathroom. But British Gas has told us it doesn't comply with current British Standards for the safety of electrical wiring. And it's given us detailed information from its operations manager about the ways in which it says the wiring's non compliant. I've no reason to doubt the professional opinion of the operations manager on this issue. In these circumstances I don't think British Gas is required to carry out repair work to the relevant circuitry under Mr M's policy. And I don't think it would be reasonable for me to ask it to do so.

I see there was confusion at first about whether or not British Gas would carry out the relevant work. And it's clear this caused trouble and upset to Mr M. But British Gas has now acknowledged this. And it's agreed to pay him £50 compensation. I think this fairly reflects the trouble and upset Mr M experienced.

### **my final decision**

I partly uphold Mr M's complaint against British Gas Insurance Limited. It must pay Mr M £50 compensation for the trouble and upset he experienced as a result of its poor handling of his claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 9 December 2016.

Robert Collinson  
**ombudsman**