

## **complaint**

Mrs S complains about the amount of time taken by British Gas Insurance Limited to carry out a repair under her HomeCare insurance policy.

Mrs S has a representative assisting her in this complaint.

## **background**

Mrs S contacted British Gas to inform it of her electrics tripping. She confirmed that the electric problem was intermittent and that the wiring had been installed by her late husband two years previously.

British Gas attended at the property on 7 December 2012 and attempted a repair, but could not do so successfully. He considered further investigation was needed and arranged to visit the next day. However, as no engineer had arrived at her property, Mrs S called British Gas later that day. During this call Mrs S was advised that an engineer would not be able to attend, and an appointment for 12 or 13 December 2012 was offered. She did not accept either of these appointments. She said that she would call another day to make a complaint. At this point the British Gas adviser attempted to provide details of the complaints procedure; however, Mrs S ended the call.

Mrs S did not call back to make a complaint, but she called British Gas on 19 December 2012 to report the fault with her electrics again. An appointment was arranged for later that day. The engineer recommended re-wiring due to poor installation of the wiring. This was not covered under the policy, due to it being a 'pre-existing fault', and also as the work would be considered as an upgrade. However, the engineer attempted to restore the circuits and advised that the central heating was not affected.

Mrs S's representative has said that he then made numerous calls to a manager at British Gas, but as the calls were made to the manager's mobile phone there is no record of this. He has said that these calls continued until an appointment was arranged for 3 February 2013, at which time certain work was completed as a goodwill gesture to stop the electrics tripping. After this, a full inspection was carried out and a re-wire was still recommended.

Mrs S complained to British Gas and then to this service. Mrs S's representative feels that a minimum of £1,000 should be paid in compensation, having regard to our guidelines and given that Mrs S was without her fridge freezer.

British Gas applied a £176.34 account reduction to Mrs S's account as a goodwill gesture. Since the involvement of this service, British Gas has also offered an additional £100 compensation.

The adjudicator recommended that the complaint should be partially upheld, in that she agreed that delays had occurred, however she considered the offer by British Gas was fair and reasonable. She noted that some work actually carried out by British Gas was done as a goodwill gesture, and that there was no obligation on British Gas to undertake the re-wire under the terms and conditions of the policy. She was also satisfied that Mrs S had led British Gas to understand that she was arranging for a private electrician to attend to carry that out, which had meant that British Gas had not believed it necessary to arrange a follow-up appointment.

Mrs S did not agree and the matter has therefore been referred to me to decide.

### **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

The policy does not provide cover for work required in relation to pre-existing faults, or work which would result in an upgrade. In this case, Mrs S confirmed that the wiring had been carried out by her late husband, who was not an electrician. I therefore do not consider it unreasonable that British Gas declined to carry out the re-wiring, as its engineer indicated there were problems with its installation.

I also consider that while there was some delay in other repairs being carried out, this is at least partly attributable to the communications between British Gas and Mrs S and her representative, with regard to the understanding that a private engineer was being arranged. The evidence does not unfortunately support the suggestion of many calls by Mrs S's representative and a continued failure of British Gas to attend.

British Gas has applied a reduction of £176.34 to Mrs S's account in compensation for any delays on its part. It has also offered £100 further compensation. While I appreciate Mrs S did experience the inconvenience of being without certain appliances while the intermittent problem continued, I am not persuaded that an increase in that compensation is warranted, as I do not consider British Gas can be held fully responsible. I am satisfied that the total of £276.34 is fair and reasonable having regard to the circumstances of this particular case.

I have also not seen any evidence that British Gas failed to make Mrs S aware of her referral rights to this service, or otherwise failed to act appropriately in relation to her complaint when that was eventually made.

### **my final decision**

For the reasons above, it is my final decision that I uphold this complaint in part, in that I endorse British Gas' offer of compensation, comprising £100 together with the account reduction of £176.34.

I make no further award against British Gas Insurance Limited.

Helen Moye  
**ombudsman**