

complaint

Mr C complains that British Gas Services Limited declined his claim for repairs to an outside light.

background

Mr C had a homecare policy with British Gas and made a claim for repairs to a faulty outside light. The light was an ornamental street light which had been converted to a security light. British Gas sent an engineer who told Mr C the light would need to be replaced and that he'd need to provide the replacement light. The second time the engineer came, he told Mr C the job would require scaffolding. However, on the third occasion, Mr C was told the light wasn't covered because it wasn't fixed to the building.

Mr C complained to British Gas. He argued the diagram in the terms and conditions suggested the outside light was covered and he said he was unhappy about the way the claim had been handled.

British Gas apologised for the way the claim had been handled. But it maintained its decision to decline the claim, explaining the policy didn't provide cover for outside lights unless they were fixed to the home.

Mr C complained to this service, but our investigator didn't think the complaint should be upheld. She noted the policy didn't provide cover for "*outside lighting not fixed to your home or outbuildings*" and she therefore was satisfied British Gas' decision to decline the claim was fair.

Mr C's asked for his complaint to be referred to an ombudsman and so it's been passed to me for a decision. He's explained that British Gas had previously disconnected the light as it was causing the internal lights to fail. He later arranged for the recommended work to be done. The British Gas engineer had said he couldn't work on the lamp as it was mechanically unsafe.

He's also explained the light is attached to the building underground. He thinks the policy wording is unclear and open to misinterpretation because it doesn't make it clear that 'attached' means physically or mechanically attached. And he feels our investigator was biased against him in her assessment of the complaint.

British Gas has confirmed it hasn't previously repaired the light. It accepts its engineer said he could repair the light as a goodwill gesture if there was adequate access and the repair was simple.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint and I've reached the same outcome as our investigator for broadly the same reasons.

The crux of this complaint is that Mr C believes the repairs to his outside light should be covered under the policy because it's attached to his house. There's been some suggestion that British Gas has undertaken previous repairs to the outside light but it's clear from Mr C's own account that this isn't the case.

The terms and conditions state the policy doesn't provide cover for outside lighting that isn't fixed to the home. Mr C's said the light is fixed to the house below ground, but I haven't seen any evidence to support this. I've seen a photograph of the light and it clearly shows that the light itself isn't fixed to the building – it has a stand that extends to the ground, like a street lamp. It's connected to the house's electricity supply by a wire. But I'm satisfied the light would need to be 'fixed' to the property (for example by a bracket) to be covered, and that while the wire does *connect* the light to the house, it doesn't constitute a fixture.

I've carefully considered the relevant policy wording and I accept the word 'fixed' is open to interpretation. But that doesn't mean it would be fair to make British Gas pay for the repairs and, having considered the available evidence and arguments, I'm satisfied the exclusion has been properly applied.

Mr C's argued the diagram which shows what is covered is also misleading. I've looked at the diagram and I accept the illustrative light appears to be connected to the house with a wire but, equally, the light on the diagram doesn't have a stand. In any event, I can't fairly make British Gas settle the claim on this basis of the diagram and I think it's unlikely that it influenced Mr C's decision to buy the policy.

Finally, I understand why Mr C is unhappy about the way the claim was handled. I accept it would've been disappointing to learn the claim wouldn't be covered, especially as previous communications suggested it would be. But British Gas has apologised and as there was no additional loss or unfairness, I don't think it needs to do anything else.

For the reasons outlined above, I'm satisfied British Gas' decision to decline the claim was fair and reasonable.

my final decision

I don't uphold this complaint.

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

Carolyn Bonnell
ombudsman