

complaint

Mrs R is unhappy with what British Gas Insurance Limited (British Gas) did when she made a claim under her home care policy.

background

In April 2013 Mrs R began paying for Home Electrical Cover as an add-on to her British Gas insurance policy.

In January 2015, and again in January 2017, Mrs R made successful claims for problems with lights. When fixing the both problems the engineer noted that rubber insulated wires had been used in the house.

Mrs R lodged another claim in March 2017 when there was further trouble with the lights in the living room. An engineer came to the house and said that the floorboards would need to be lifted in the bedroom above the living room in order to fix the problem. Mrs R was unhappy with the care that the engineer was taking and wanted a second opinion about the need for the floor to be lifted. A second team of engineers came to the property and also said that a rewire was required.

Mrs R organised for the floor boards to be lifted in the room above the living room. This room is a bedroom and the floor boards were lifted by Mrs R's husband.

A few days later, after the floor boards had been lifted, the engineers returned to the property. The engineers did not check the wires under the floor boards. What they did do was check the fuse box and advise that a rewire was required. The engineers also told Mrs R that they would not be taking any further action as there was a health and safety risk with the rubber wires. They also said that these kinds of wires were not covered under the policy.

Mrs R complained to British Gas saying that the engineers should have checked the fuse box before asking her to lift the floor boards. Mrs R says that lifting the floor boards caused a lot of inconvenience for herself and her husband over a period of weeks. Mrs R says that there was damage to the floorboards and new flooring was required.

To resolve the situation British Gas offered a total of £275 in compensation. This was made up of £129.32 as a refund of premiums for the policy, and an additional £145.68 for inconvenience in lifting the floor boards as well as for how the complaint was handled. British Gas says that it issued two cheques for these amounts that have since been cashed.

Our investigator reviewed all of the information and was of the opinion that £275 was a fair amount under the circumstances. Mrs R says that the £275 is not enough for the level of inconvenience caused.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I agree with our investigator and I'll explain why.

I agree that British Gas could have done better in dealing with both the issue of the rubber wires, and the recommendation to lift the floor boards.

British Gas discovered in January 2015 that there were rubber insulated wires in the property. Having checked the policy I can see that repairs to these kind of wires are excluded. At that time it should have explained this to Mrs R. The usual resolution in situations like this, where a policy is not suitable, is to return all of the premiums paid. I can see that British Gas has now done this. Whilst I think it should have done this earlier, I am satisfied that it has now put things right about the policy.

There is no doubt that British Gas recommended the floor boards be lifted. Mrs R has explained how much inconvenience this caused. What I need to decide upon is whether the offer from British Gas is fair.

The request to lift the floor boards was recommended on two different occasions by different engineers. Mrs R has said that if the engineers had looked in the fuse box then there would not have been a need to lift the floor boards. But I don't think that's right as the wires above the light would need to be inspected to fix the problem regardless of the type of wires in the fuse box.

Whilst British Gas did recommend the floor boards be lifted, it did not carry out the work itself. This was done by Mrs R's husband. I therefore cannot hold British Gas responsible for any damage done during this process. Nor can I hold it responsible for any inconvenience that followed because the floor boards would have needed to be lifted in any event whether this was done by British Gas or Mr R.

I have listened to everything that Mrs R says about the inconvenience caused. I have also considered that the floorboards would need to be lifted to repair the problem regardless of which engineer did the work. So whilst British Gas should have spotted the type of cable earlier, the floorboards would always have needed to be lifted to repair the problem.

British Gas has paid £145.68 for this part of the complaint which I consider to be fair under the circumstances – particularly as I'm not persuaded they caused any inconvenience that Mrs R wouldn't have suffered anyway.

my final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 8 January 2018.

Warren Wilson
ombudsman