

## **complaint**

Mr F complains that British Gas Insurance Limited gave him poor service under a home care insurance policy.

## **background**

Mr F had British Gas insurance covering his drainage and his electrics. In 2011 the policy didn't include his outside lighting. But British Gas disconnected it. In 2014 Mr F complained that British Gas had refused to re-wire it. He also complained that British Gas said his main drain wasn't covered.

The adjudicator recommended that the complaint should be upheld in part. She thought that – by 2014 – the policy had changed so as to cover the outside lighting. She recommended that British Gas should send an engineer to fix it.

British Gas disagrees with the adjudicator's opinion. It says, in summary, that – between 2011 and 2014 – a third party had started (but not properly finished) rewiring the lights. The policy excludes correcting the errors of a third party, British Gas says.

## **my findings**

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

### Drains

Mr F may not be responsible for drains on his property if they are shared with another property.

And his policy only covers drains for which he is responsible.

But – in practice – British Gas has cleared his drains from time to time. Therefore I don't think it has treated him unfairly.

### Outside lighting

*British Gas has relied on the following policy exclusion:*

*"If work is carried out on your system or appliance by someone other than us, whether or not following our advice (e.g. PowerFlush), which results in damage to that or another part of your system because of poor workmanship, the repair will be excluded from your Agreement"*

It says that a third party had left wires hanging from the outside of Mr F's property. But I don't accept that this is damage through poor workmanship. I think it's just unfinished work.

The outside lighting is now covered under the policy.

I think that – by an unfair decision not to repair it – British Gas caused Mr F some upset and put him to some trouble. But I don't think this was at a level which calls for a separate order for compensation.

I think it's fair and reasonable to order British Gas to send an engineer to do repairs in line with the terms of the policy other than the exclusion quoted above.

**my final decision**

For the reasons I've explained, my final decision is that I uphold this complaint in part. I order British Gas Insurance Limited to send an engineer to do repairs to Mr F's outside lighting in line with the terms of the policy other than the exclusion quoted above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 30 November 2015.

Christopher Gilbert  
**ombudsman**