

complaint

Mr A complains that British Gas Trading Limited caused damage to his home when it carried out work on his boiler under his home emergency insurance policy.

background

In January 2016 Mr A arranged with British Gas for an engineer to visit his home and carry out an inspection of his boiler and central heating system. This was part of his home emergency policy with British Gas.

The engineer had to turn off the electrical supply to the boiler so that he could carry out his checks safely. When the electricity was turned back on Mr A's burglar alarm was set off and couldn't then be turned off.

The only way to stop the alarm was to switch off the mains electricity. British Gas arranged for an electrician to be called. But they weren't able to come for several hours, so Mr A arranged for a private electrician to fix the alarm.

The private electrician was only able to stop the alarm by cutting off its power. And Mr A later replaced the alarm completely. He complained to British Gas who offered to cover the cost of calling out the electrician. But Mr A wasn't happy as he thought it should also pay for the cost of replacing the alarm. British Gas said it didn't agree it had damaged the alarm, so it refused to cover the cost.

Mr A complained to this service. Our adjudicator investigated the complaint. He didn't recommend it should be upheld. He thought there wasn't enough evidence that British Gas had damaged the alarm. Mr A disagreed and the case has been passed to me.

my findings

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

In order for me to be satisfied that British Gas should pay for the cost of the new burglar alarm, I would have to be reasonably sure that it was solely responsible for damaging the alarm. And that the damage had been caused by some error on its part.

It isn't agreed what caused the alarm to be set off. Mr A says that the engineer caused a power outage when he plugged his laptop in to a kitchen socket. British Gas says the alarm was set off when the engineer switched the electricity supply back on after he had inspected the boiler. But the only electrical item that appears to have been affected by a cut in the power supply was the burglar alarm.

Mr A has sent us a quote from November 2015 for upgrading the alarm system that he says shows there was nothing wrong with the alarm. But I don't think this shows me that the alarm system had been inspected and found to be in good working order. It simply sets out what can be done to improve the existing system.

So, I don't have any evidence that satisfactorily explains why the alarm couldn't be turned off. And I don't have any evidence that British Gas did anything wrong. As the only thing affected in Mr A's home by the temporary cut in power was the burglar alarm I think it was more likely than not that the alarm had a fault.

I think it was fair for British Gas to cover the cost of calling out the private electrician, but it wouldn't be reasonable for it to pay the cost of replacing the alarm. I'm not upholding Mr A's complaint.

my final decision

I'm not upholding Mr A's complaint. I don't require British Gas Trading Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 18 May 2016.

Jocelyn Griffith
ombudsman