

complaint

Mr M complains that British Gas Insurance Limited ("BGI") won't repair a combined doorbell and intercom fitting at his house under his home emergency insurance policy.

background

In January 2017, Mr M phoned BGI and asked for an engineer to come and repair his combined doorbell/intercom fitting. This allows Mr M to speak to a caller from a phone elsewhere in his property. But he can't release the door to allow entry remotely – he has to go to the door and open it manually.

When the engineer attended he said it was a non-standard device and so wasn't covered under his policy. Mr M spoke again to BGI. Its representative said it was covered, and arranged another appointment. But when this engineer came, he also said it wasn't covered.

Mr M complained to BGI. Its representative apologised for the confusion. She said BGI wouldn't cover the fitting as it didn't have a working knowledge of it, and it was unlikely it would be able to source replacement parts. It paid Mr M compensation totalling £70 for the inconvenience and wasted appointments.

Mr M still thought BGI should repair or replace the fitting under his policy and complained to us. He pointed out that a BGI engineer had originally installed the fitting, and had since repaired it on a previous occasion. BGI said the fitting was an intercom rather than a doorbell, and so wasn't covered by the policy.

Our adjudicator recommended that this complaint should be upheld. She said that the policy confirmed that doorbells were covered. This fitting was a doorbell which also allowed Mr M to speak to callers. But it wasn't a full door entry system.

Mr M had also received notification from BGI saying that his Home Electrical Cover/Care had been extended to include fittings outside the home. It said:

"Home electrical agreements now include repair and/or replacement of electrical fittings that are fitted to the outside walls of your Home, situated within 10 metres of floor level."

The adjudicator thought the fitting also fell within this wording. She said that BGI should repair the fitting under the policy, and if it couldn't source the required parts, it should cover the cost of a replacement.

BGI responded to say, in summary, that it still thought this fitting was more than just a doorbell and so wasn't covered by the policy. It asked for the complaint to be reviewed, and so it has been passed to me to issue a final decision.

my findings

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

I asked the adjudicator to point out to BGI:

- the wording of the notification it had sent Mr M saying that electrical fittings outside his home were now covered; and
- that his current fitting was actually installed by a BGI engineer. Mr M had supplied the fitting, but there was nothing on the engineer's document to say that BGI wouldn't take any responsibility for the fitting in the future.

BGI responded to say that the notification leaflet was sent out in March 2014. Since then the wording on its standard terms and conditions had changed. The relevant wording saying what home electrics were covered was now:

- *Doorbells and smoke alarms that are connected to the wiring*
- *Doorway and security lighting as long as they are fitted less than 10 metres above ground*

Because its engineer had installed the current fitting, it said it was prepared to install a replacement doorbell/intercom fitting as a gesture of goodwill, if Mr M supplied this, as happened previously.

However, Mr M didn't accept this offer. He thought BGI should repair or replace his fitting as it had promised to do in the notification it had sent him.

I think BGI's previous actions meant that Mr M was entitled to expect that BGI would repair or replace the fitting under the terms of the policy. I say this because:

- the fitting did operate as a doorbell although it also had an intercom function. But it wasn't a full door entry system;
- BGI's notification, which I have quoted above, is wide enough to include the fitting if there was any doubt before. This was a separate document sent to Mr M and headed "Important changes to your Agreement". It clearly stuck in Mr M's mind as being important in relation to his particular circumstances. BGI says its terms are now different. But I haven't seen any evidence that the change was drawn to Mr M's attention. And in any case, the current wording still covers "doorbells";
- the fitting was originally fitted by BGI without, apparently, any qualification about BGI repairing it; and
- BGI had also previously repaired the fitting. It says this was only done as a matter of goodwill, but I haven't seen any evidence that this was made clear to Mr M.

For these reasons I think that BGI should repair the fitting under the policy, and if it can't, it should cover the cost of a replacement.

my final decision

My decision is that I uphold this complaint, and order British Gas Insurance Limited to repair Mr M's doorbell/intercom fitting. If it is unable to do so it should, at its expense, supply and fit a suitable replacement performing the same functions.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 10 July 2017.

Lennox Towers
ombudsman