

complaint

Miss C has complained about her home care cover supplier British Gas Insurance Limited (BG). She says it let her down when she needed its assistance with an electrical problem at her home. This has caused her extra costs as well as upset. She'd like those reimbursed, compensation paid and her premium refunded.

background

Miss C had a problem in December 2017 and a BG engineer attended her home. He reported fixing a loose connection. Miss C says she didn't see him do anything other than turn the power back on.

Later Miss C found problems with her burglar alarm. She was advised by the alarm company that the alarm should have been protected before power was reconnected. She was advised to buy some new batteries but when this didn't work a repair became necessary. All this cost around £200.

Into January 2018 Miss C lost power to her upstairs lights. She thought there must be an underlying problem that BG had missed before. On 20 January 2018 a further engineer attended. He disconnected the whole supply and told Miss C to call BG again the following day. Miss C did and an engineer attended on 22 January 2018. He felt there was an inherent fault with the system which wasn't something the BG policy would cover for. He made the main supply safe so Miss C had power – but the upstairs lights remained off.

On 24 January a BG engineer attended to check the power supply to the alarm, following Miss C having complained about the costs she'd incurred. The engineer found the power supply to the alarm was fine but explained he couldn't examine or test the alarm itself. He noted the same issue with the electrical installation as the previous engineers.

On 6 March a further BG engineer visited Miss C's home. He again noted the fault with the system and told Miss C that whilst he could provide a quote for fixing this, she'd have to pay for the work. Miss C reports she was told the system was a fire hazard and that she'd been advised by previous engineers of the same problem. Miss C said she hadn't and asked the engineer to leave. She called BG and told it how worried she was. BG said the system had been made safe but when Miss C said she'd just been told differently by its engineer, BG agreed to have a service manager attend. Six-days later this hadn't been arranged, and nor could BG tell Miss C when this might occur.

Miss C arranged for her electrics to be tested herself. No fault was found. The electrician also replaced a light switch which Miss C said BG had changed without her permission (from a dimmer to an on/off switch). This cost £468. The electrician carried out further tests on the installation; he was satisfied the circuitry was fine but found an extractor fan to be faulty and fixed it. This cost £150 (£75 of which was for fixing the extractor).

Miss C complained about what had happened and when she didn't get a response from BG, she made a complaint to this service. Our investigator felt that there wasn't enough evidence to say what had happened or if BG was at fault. He said Miss C should get a report to show what caused the fault with the electrics.

Miss C obtained a report. This cost her £140. The report concluded there was no issue with the electrical installation. The electrician also advised that the BG engineer should have

taken more care to find out about the alarm and protect it before reconnecting the supply.

A new investigator considered the complaint. She felt BG should pay the alarm costs, based on the report provided by Miss C's electrician. But she felt the conclusion in the report – that the electrical installation didn't have a defect, was likely flawed because the report had been done after Miss C had completed work. So she didn't think it was fair to make BG pay for Miss C's costs incurred checking her electrical system. As the report had changed part of the outcome of the complaint, the investigator said BG should reimburse half of its cost to Miss C.

Miss C was unhappy. She pointed out that we'd advised her to get the report, even knowing work had been done. She didn't think it was fair we'd then discounted the report for that very reason. BG didn't reply.

Miss C summarised her costs as totalling £948.10. This included the £75 extractor fan repair and the electrician's report she'd obtained at the direction of our first investigator.

The complaint was passed to me and I felt BG should reimburse Miss C £873.10 (her total cost minus £75 for repairing the extractor fan) and pay interest* on each sum that makes up that amount from the date that cost was incurred until settlement is made. I also felt it should pay Miss C £250 compensation. I explained all that in the following provisional findings:

"I've seen no evidence that Miss C was left with clear information following each engineer's visit about what was done, what had been found and what this meant for Miss C in terms of her cover. Nor have I seen any letter being sent from BG to Miss C following receipt of its engineer's reports/notes. I'm not satisfied Miss C was clearly told what was wrong and what she needed to do to resolve it.

BG has said that the problem its engineers found was that the amp in use for the lighting cables was too big, given the width and installation type of two of the lighting cables. This meant the amp and/or cabling could overheat (I'm not sure which – BG hasn't been particularly clear) and cause the circuit to break. Given Miss C's electrician's report, and the test she had done earlier in 2018 before complaining to this service, set against the very limited (and, therefore, unpersuasive) evidence BG has provided, I don't think BG's engineers were correct in this respect.

Prior to making her complaint Miss C had the system tested and the contractor reported there were no problems with it. Miss C didn't, therefore, carry out any work on the system. When her electrician completed his recent report he detailed the same width cabling and amp size as recorded by BG. But he found no issue with this, he said the installation met with regulations and provided an industry standard certification of this.

I appreciate that BG may work to slightly different guidelines. And I'm sure if this is the case, and BG had taken the time to properly explain things to Miss C after it first found a problem at her home, then Miss C's own testing costs could have been avoided.

I haven't seen that Miss C authorised the engineer to change the type of light switch. If the engineer felt a dimmer switch couldn't or shouldn't be used for some reason, this should have been clearly explained to Miss C. I've seen nothing to show that it was.

Miss C's electrician's report said BG should have taken greater care when at her home to

safeguard the alarm system from damage. I'm satisfied it's fair to make BG reimburse the costs Miss C had as a result of it failing to do that.

Miss C's report has influenced the outcome of her complaint. I think it's reasonable, therefore, to require BG to reimburse its cost.

Miss C has been out of pocket for the funds I've now said BG should reimburse. To account for that, BG should pay interest on each amount from the date Miss C paid that figure until it makes settlement following my final decision, should my findings remain the same and Miss C accepts it.

The policy offers cover for fixing the home's electrical supply and wiring. It doesn't offer cover for fixing faults with appliances that may create problems with the system. So I can't reasonably make BG reimburse the £75 Miss C was charged for that repair.

Whilst Miss C clearly had an issue with BG regarding the electrical installation, the policy offers cover for problems with drains, the boiler and the gas supply. So the policy still provided cover to Miss C. I don't think it's reasonable to require BG to refund her premium.

Miss C was left without power, or with only partial power, on more than one occasion. I accept this was very distressing for her. Even if BG felt it was doing the right thing in order to protect her and her home against a safety issue, as I said above, it never clearly explained that to her. If it had I don't think she'd have kept ringing and let the situation go on for as long as it did. I'm satisfied that £250 compensation is fairly and reasonably due."

In response Miss C said she had nothing further to provide and confirmed she accepted my findings. BG objected to what I'd said.

BG accepted that its initial contractor didn't properly investigate the issue at Miss C's home, but said it did leave it safe. It said its next contractor felt the dimmer switch was the issue, and so replaced it. But it accepts now this wasn't the cause of the problem. BG said its third contractor looked at things more carefully and found the issue with the cabling. It maintains this was not to standard. BG said it doesn't accept that restoring the power could have caused any problem with the alarm. In fact, BG said, it had received advice from a manager that suggested the fault with the fan might have damaged the alarm. It said the evidence from Miss C's electrician is flawed because he hasn't produced an electrical installation condition report. This means it can't be understood what the noted cabling is supplying which it feels is necessary to consider the validity of its actions further.

my findings

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

The explanation now provided by BG of its contractors' actions makes it even clearer that it failed Miss C. It also affirms that Miss C wasn't told from the outset of the cabling problem that BG perceived to be causing the issue at her home.

BG hasn't provided any expert assessment of the alarm, such as to make me think a) it didn't need to isolate it, or that b) its failure to do so didn't cause a problem with it. Whilst I note BG's view that a condition report is needed for the cabling to be considered further,

I'm satisfied the report and certification issued by Miss C's electrician sufficiently shows there is no issue with the cabling.

Whilst I've reviewed BG's objections, they haven't changed my view on this complaint. The outcome remains as that stated provisionally and my provisional findings now form part of this final decision.

my final decision

I uphold this complaint. I require British Gas Insurance Limited to pay Miss C:

- £873.10 in settlement of costs she incurred due to its failures, plus interest* on each figure that makes up this sum, from the date Miss C paid it until settlement is made.
- £250 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 15 February 2020.

Fiona Robinson
ombudsman

*Interest is at a rate of 8% simple per year and paid on the amounts specified and from/to the dates stated. If British Gas Insurance Limited considers that it's required by HM Revenue & Customs to take off income tax from any interest due to Miss C, it should tell her how much it's taken off. It should also give Miss C a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.