

## **complaint**

Mr S complains that British Gas Insurance Limited gave poor service under a home emergency insurance policy.

## **background**

Mr S owned a flat that he let to tenant. Mr S had a policy that covered electrical repairs.

Where I refer to British Gas I refer to the insurance company of that name and I include its engineers and others for whose actions I hold it responsible.

British Gas engineers declined to replace a power switch for a cooker. So Mr S paid an electrician £120.00 to replace it. Mr S complained to British Gas. In its final response letter, British Gas offered to pay Mr S £200.00 for delays and other shortcomings it had identified in its service.

Mr S brought his complaint to us – saying that British Gas should also reimburse the £120.00.

### *our investigator's opinion*

Our investigator recommended that the complaint should be upheld. He thought that there was no reason why British Gas didn't do the repair. He recommended that British Gas should reimburse Mr S the £120.00.

### *my provisional decision*

After considering all the evidence, I issued a provisional decision on this complaint to Mr S and to British Gas on 4 February 2019. I summarise my findings:

By wrongly declining to make access and replace the power switch - British Gas caused Mr S distress and inconvenience. I was minded to find £100.00 fair and reasonable compensation for that.

I'd seen the electrician's invoice dated 8 March 2018 for £120.00. And Mr S wouldn't have had to pay it if British Gas hadn't wrongly declined to make access and replace the switch. But he would've had to pay the excess of £50.00.

So I was minded to find it fair and reasonable to direct British Gas to reimburse Mr S the difference of £70.00.

As he's been out of pocket since March 2018 I also intended to direct British Gas to pay interest at our usual rate.

Subject to any further information from Mr S or from British Gas, my provisional decision was that I was minded to uphold this complaint. I intended to order British Gas Insurance Limited to pay Mr S:

1. £100.00 for distress and inconvenience; and
2. £70.00 for the electrician's invoice; and

3. simple interest on £70.00 at a yearly rate of 8% from March 2018 to the date British Gas reimburses it. If British Gas considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mr S how much it's taken off. It should also give him a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Mr S agrees with the provisional decision, save that he says there is no £50.00 excess on this policy.

British Gas hasn't responded to the provisional decision within the extended deadline of 19 February 2019.

### **my findings**

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

Mr S's policy covered his electrical system.

British Gas sent us a renewal letter that said this cover was subject to an excess of £50.00 for each competed repair. But that renewal letter was for another of Mr S's policies relating to a different property. So I don't think there's any evidence that there was a £50.00 excess on claims on the policy I'm dealing with.

I've seen the British Gas terms dated February 2017. They include the following:

***"Getting access and making good***

*Our insurance **products** and our non insurance service and repair warranty **products** cover up to £1,000 including VAT for getting **access and making good**."*

The British Gas terms also include the following definition:

***"Definitions***

***access and making good***

*- getting to your boiler, appliance or system, to fix or service it and then repairing any damage we may cause in getting access to your boiler, appliance or system by replacing items such as cabinets or cupboards that we've removed and by filling in holes we have made and leaving a level surface – but we won't replace or restore the original surface or coverings, for example, tiles, floor coverings, decoration, grass or plants."*

There were exclusions including the following:

***"Pre-existing faults***

*Our **products** don't include cover for any faults or design faults that:  
...prevent access because a part of your system has been permanently built over."*

Mr S needed a replacement for a switch that was on a tiled wall. One of the British Gas engineers said the switch was tiled around. The other said it was tiled in. Mr S says it was surrounded by grout.

In any event I don't think the tiling was a "*fault*" and I don't think it was "*permanently built over*" the switch or preventing access to the switch.

I think the policy terms obliged British Gas to make access to the switch, to replace it and to repair any damage. The extent of the repair should have been to leave a level surface but not to restore any damaged tiles.

The British Gas engineers visited on 1 and 6 March 2018. British Gas has pointed out that this was during a period of poor weather and high demand.

In its final response letter it said it was paying Mr S £200.00 compensation for some poor service on the telephone. Mr S has accepted that.

But the final response rejected his complaint that the engineers had declined to make access to the switch – so Mr S had to pay an electrician £120.00 to make access and replace the switch. As British Gas had rejected that complaint – and not said the £200.00 was in full and final settlement of it – I think that complaint remains live.

British Gas hasn't explained to us why it thinks its policy didn't cover making access. And in the absence of such explanation I think British Gas has misunderstood and misapplied its own policy terms quoted above. I think it should've made access and replaced the switch and made good - but it didn't.

After two wasted appointments Mr S had to find an electrician and make an appointment with him. That all took time and trouble. And in the meantime Mr S had to deal with a tenant with no electricity for the cooker. So I don't doubt that – by wrongly declining to make access and replace the switch - British Gas caused Mr S distress and inconvenience. I find £100.00 fair and reasonable compensation for that.

I've seen the electrician's invoice dated 8 March 2018 for £120.00. And Mr S wouldn't have had to pay it if British Gas hadn't wrongly declined to make access and replace the switch. So I find it fair and reasonable to direct British Gas to reimburse Mr S the £120.00. As he's been out of pocket since March 2018 I will also direct British Gas to pay interest at our usual rate.

### **my final decision**

For the reasons I've explained, my final decision is that I uphold this complaint. I direct British Gas Insurance Limited to pay Mr S:

1. £100.00 for distress and inconvenience; and
2. £120.00 for the electrician's invoice; and
3. simple interest on £120.00 at a yearly rate of 8% from 8 March 2018 to the date British Gas reimburses it. If British Gas considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mr S how much it's taken off. It should also give him a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 25 March 2019.

Christopher Gilbert  
**ombudsman**