

complaint

Mr S is unhappy with the service provided by British Gas Insurance Limited following a claim under his home emergency insurance.

background

Mr S originally had a Homecare 200 policy with British Gas. In 2014 Mr S contacted British Gas in order to upgrade his policy to a Homecare 400. This policy covered electrics and drains as well as his boiler. He agreed to pay in full for the change and provided his card details for the payment. In October 2014 Mr S called British Gas to report a problem with his electrical wiring. During the phone call Mr S became aware that his policy was still showing as Homecare 200 policy and the upgrade hadn't been registered.

British Gas agreed to send an electrician who, on attending Mr S's home, advised that a full repair was not possible. To make some of the electrical wiring safe the electrician had to disconnect some of the circuits leaving parts of the kitchen without electricity. A quote for electrical upgrading work was then sent to Mr S together with an invoice for just under £200 for the electrician's visit. Mr S complained to British Gas.

British Gas accepted there had been poor administration of Mr S's account, and that there had been a system failure, which had meant his policy hadn't been upgraded. It offered Mr S a goodwill gesture of £50 compensation which he accepted. British Gas also agreed to honour the upgraded policy and so cancelled the invoice for the electrician's visit. But it considered that as there was a design fault with Mr S's electrics this didn't fall within the cover offered by the Homecare 400 Policy. British Gas advised Mr S that he was free to either accept the quote provided or arrange his own electrician to fix the problem. Mr S did organise his own repairs, but was unhappy with the final response from British Gas and so complained to us.

Our adjudicator contacted British Gas who accepted that it was at fault. It agreed that it would be fair and reasonable for the costs of the electrician Mr S had had to privately use to repair his wiring to be paid by British Gas.

This offer was put to Mr S who accepted it. British Gas requested that he provide them with the electrician's invoice in order that it could forward the payment to Mr S. Mr S produced a handwritten invoice that British gas said it wasn't able to accept. Mr S said he couldn't provide anything else. The complaint 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.

British Gas, by its own admission, had accepted fault in leading Mr S to believe that he had properly upgraded his policy and would have his electrics covered. It was only some months later that it came to light that this change had never happened. British Gas only agreed to honour the policy's cover when Mr S complained. And so I think the offer it made to cover the cost of the private electrician Mr S employed to make the repairs was fair and reasonable. Parts of the kitchen were left without electricity, which would have been a concern to Mr S and his household. It was likely the kitchen couldn't be used properly in that time. So I do uphold Mr S's complaint.

I also consider that the compensation payment of £50 British Gas had already offered Mr S was fair and reasonable in the circumstances. This is fair compensation for the way British Gas handled Mr S's case and would be in addition to the costs of his electrician.

British Gas hasn't yet made the payment it offered because of the invoice Mr S provided. I've seen a copy of that invoice and would agree that it doesn't have the details that would usually be expected. It's not on headed-paper; there are no details of the work that was undertaken, or the date that it was done. The electrician doesn't provide his registration number either. I've also seen that on Mr S's complaint form he said that the cost of the electrician was £450, but the invoice is for £500 so I think Mr S should explain this difference.

I don't think British Gas is being unreasonable asking for more detailed evidence of the work carried out from Mr S.

my final decision

For the reasons given, I uphold Mr S's complaint. British Gas Insurance Limited should pay Mr S the costs of his private electrician, which amounted to £450 together with simple interest at the rate of 8% per annum from the date he paid the invoice to the date of settlement (less tax if properly deductible), subject to Mr S providing British Gas with an adequate invoice.

If the £50 compensation hasn't already been paid then British Gas should ensure that is.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 19 October 2015.

Jocelyn Griffith
ombudsman