

complaint

Mr N complains that British Gas Insurance Limited mishandled his home care insurance.

background

Mr N had British Gas insurance cover for his central heating and his electrical wiring. He complained that – when he called for help with an electrical fault – British Gas said it wouldn't cover a permanent repair.

The adjudicator didn't recommend that the complaint should be upheld. She thought that British Gas had fulfilled its obligation under the policy.

Mr N disagrees with the adjudicator's opinion. He says that as he could never have claimed, British Gas should refund all his payments over the years.

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 have no reason to doubt Mr N's statement that his electrical wiring has remained the same since he had his extension built about ten years ago.

And I accept that British Gas visited his home many times and didn't say there was anything wrong with his wiring.

But British Gas sent Mr N its policy terms every year. I think they were clear as to what was and wasn't covered.

British Gas agreed to provide electrical inspections every couple of years - but only if Mr N asked for them. And I am not persuaded that he ever asked.

British Gas didn't cover the cost of putting right someone else's poor workmanship.

And it didn't cover upgrading what Mr N had.

In May 2015, British Gas spent considerable time providing some temporary electrical solutions for Mr N. But it said it couldn't do any further work until he had some re-wiring (which he would have to pay for).

Mr N hasn't provided enough technical evidence to persuade me that re-wiring isn't necessary. So I think British Gas had done at least as much as it was obliged to do under the policy terms.

Since he brought his complaint to us, Mr N has had a telephone conversation with British Gas and a letter from it. I haven't been able to listen to any recording of the call, but I don't think that anything British Gas said could possibly change the situation which already existed.

And I don't share Mr N's interpretation of the letter. It doesn't mean that faulty wiring meant that British Gas would never in previous years have done any electrical repairs anywhere in

Mr N's house. I think the letter is referring to the policy year in which British Gas made the discovery that there was some unsafe wiring. I don't think it's unfair that British Gas made a refund of payments for that policy year – but not for any previous years.

I don't think it would be fair and reasonable to order British Gas to make any further redress to Mr N.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 11 January 2016.

Christopher Gilbert
ombudsman