

The complaint

Ms R has complained about the quality of work and level of service she received from British Gas Insurance Limited ('British Gas') under her HomeCare and emergency policy.

What happened

Ms R had a HomeCare policy with British Gas. This policy included cover in the event of breakdown or damage to her home electrics. In April 2021, Ms R reported to British Gas an electrical fault with her shower. The shower had been fitted some years previously.

British Gas sent an engineer to Ms R's property and he changed some burnt wiring in the shower pull cord and replaced a fuse and advised Ms R to leave the cord turned on. Ms R's electrician didn't consider the work to be of a satisfactory standard, so a second British Gas engineer visited Ms R's property to carry out further tests. However, he found no fault.

Ms R also complained about the time British Gas took to issue its final response letter. She said that British Gas had also chased her for the 'excess' amount under the policy and she wasn't willing to pay it, as she didn't think the work had been carried out properly.

British Gas considered that the work it had carried out was up to standard. It therefore didn't change its position regarding Miss R's complaint. It provided a quote to carry out further work. Ms R was unhappy with this response and made a complaint to our service.

Our investigator didn't uphold Ms R's complaint. He considered that the British Gas engineer carried out work in line with the policy terms, that he repaired what he could and that there was an appropriate follow-up visit. He thought that this was a fair and reasonable response. As to the view of Ms R's representative that the cabling should have been upgraded to 10mm, he said that the policy didn't allow for improvements and only provided for repairs or replacements.

As to the time taken by British Gas to issue its final response letter to Ms R, our investigator said that he didn't think that this placed Ms R at a particular disadvantage as she had notified this service of her complaint prior to the expiry of the eight week period.

Ms R remains unhappy with the outcome of her complaint and the matter has been referred to me to make a final decision in my role as Ombudsman.

What I've decided – and why

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

The question for me to consider is whether British Gas has acted fairly and reasonably in carrying out the work in the way it did, in the context of the terms and conditions of Ms R's policy. I consider that it has done so in all the circumstances. I'll explain why.

My starting point is to look at the terms and conditions of Ms R's policy. In principle, damage to home electrics is covered by the British Gas HomeCare policy. It covers; -

'All repairs to the mains electrical system and wiring on your property, for example: ...the fuse box, light fittings, switches, sockets, isolation switches and your immersion heater...'
The policy also provides for *'A replacement of parts that we can't repair.'*

The policy booklet clarifies the events which are not covered by the policy, under the heading *'Making any improvements'*. This includes the following:-

'Your product only includes repairing or replacing your...appliance or system when it stops working properly – it doesn't include any improvements or upgrades, for example: replacing smoke alarms that are past their recommended replacement date or expiry date, replacing working radiators, swapping standard radiator valves for thermostatic ones or replacing electrical cables and fuseboards that still work.'

'Where we've told you that an improvement is necessary, we may not continue to make repairs on that part of your boiler, appliance or system unless the work has been carried out.'

Under the policy definitions, *'replacement'* is referenced as follows; - *'We'll provide replacements with similar functionality but not necessarily an identical make and model or type of fitting'*. *'Upgrade'* is defined as *'improvements that make your boiler, appliance or system safer, or more efficient.'*

The British Gas engineer who first visited Ms R's property noted that the shower cabling had melted away in some places. He replaced the shower pull switch, removed all burnt ends of the cables and replaced a miniature circuit-breaker ('mcb'). British Gas confirmed that tests were carried out and that the cable design for the circuit complied with the relevant regulations. It maintained that if the cable was replaced, then it would have to update the fuse box which didn't comply with the relevant regulations, but these were chargeable jobs as they weren't covered by the policy. It said that it could repair but not replace existing cabling under the terms and conditions of this policy.

Turning to what Ms R says about the matter. She complained about the standard of work and said that the British Gas engineer inserted a fuse of the incorrect size, covered up a hole in the fuse-box with tape and then told Ms R not to turn the shower pull cord off and to leave it turned on at all times. Ms R questioned this as she thought this would burn out the wiring quicker.

Ms R was assisted by a family friend who was an electrician. In an e-mail to British Gas in May 2021, he referred to *'Dangerous electrical work done by British gas engineer'*. He clarified the underlying problem as follows; - *'Because the shower is too large for the cable it has melted the cable everywhere the cable was connected ie at the fuse and at both in and out on the double pole switch. The shower switch broke and I got called out to fix it seeing the damage to the cable I isolated the shower circuit so it couldn't be used....[Ms R] called me back out to look at the work your guys had done to see if it was ok I was shocked to learn the engineer who had attended site had cut the burnt bits of cable out and then upgraded the circuit breaker to a 40 amp type b mcb.'*

I isolated the circuit again and I got the engineer to come back out and check the circuit he reconnected the 40 amp mcb and left the property. What I don't understand is why you would put a 6mm that is grouped and run under thermal insulation on a 40 amp mcb.'

Also no minor works certificate has been left at [Ms R's] house only some worthless british gas certificste whish dose [sic] not show the readings recorded and hasn't got the test equipments serial number so the calibration can be checked.'

The electrician produced a detailed electrical installation condition report (TIS 1903). He considered that the shower preferably needed a bigger 10mm cable, or the shower needed replacing with a smaller shower as the current cable was too small. He said that if a 32amp mcb couldn't stop the cable melting, neither could a 40amp mcb. He thought that British Gas had introduced the 40amp mcb probably to stop tripping when there was an overload. He said; - *'this is what happens to a 6mm cable when run at over its maximum permissible current. Cutting the bad bits out and increasing the mcb size will not prevent this from happening again.'* In summary, he considered the British Gas work to be unsatisfactory and that it didn't comply with the relevant 'BS7671' wiring regulations standards. If left, he said that the cable would melt again and this time it could cause a fire.

In the circumstances, I've very careful considered all the available evidence and both the submissions by and on behalf of Ms R and of British Gas. I've considered all of this information in the light of the terms and conditions of Ms R's HomeCare policy. As stated above, the policy terms and conditions are the starting point for my final decision.

In this case, the terms and conditions of the policy clearly exclude provision of upgrades and improvements. The definition of *'Upgrade'* includes improvements that make a *'system safer, or more efficient.'* Unfortunately, this means that there is no obligation upon British Gas to replace an electrical system which may not be as safe or efficient as the optimum solution.

I agree with our investigator, that whilst I can't deem the report of Ms R's family friend to be a wholly independent report, I've still given it a great deal of weight as it's been carried out by an electrician who presumably holds professional qualifications, and will have a duty to provide his professional opinion.

I'm therefore satisfied that the suggested upgrade to 10mm cabling would provide the optimum on-going solution to the problem. There appears to be a degree of agreement on this point, as British Gas have also identified preferred improvements to both the cabling and fuse-box and have quoted for such additional work. There is a difference of opinion however as to whether this improvement work is covered by the terms and conditions of the policy.

On the balance of probabilities, I've come to the conclusion that British Gas has no obligation to provide this optimum solution under the policy. The policy terms and conditions do not cover improvements. Instead, they cover repairs or replacements of the existing product with a product of *'similar functionality'* only and not provision of the optimum or preferred solution. In the circumstances I can't say that British Gas has acted unfairly or unreasonably in applying the terms and conditions of the policy.

There is also a difference of opinion as to whether the repair work ultimately carried out by the British Gas engineer was satisfactory or not. I'm persuaded by Mr R's evidence that there's an on-going risk that the same fault and damage could occur as the underlying issue hadn't been addressed. I also note the electrician's view that British Gas carried out *'dangerous electrical work'* and that it was *'unsatisfactory'*. Having carefully read his e-mails and report however, I consider that these observations have been made in the context of what he considered to be an unsatisfactory shower installation prior to the British Gas work and which remained unsatisfactory after this work, due to what he considered to be necessary improvements not being carried out.

Again, on the balance of probabilities, I've concluded that although the work didn't produce the optimum, most efficient or even the safest solution, the provisions of the policy

unfortunately don't require this to happen. I'm also persuaded that, within the limitations of what was possible within the scope of repairs, as opposed to improvement work, British Gas acted in a fair and reasonable manner in line with the terms and conditions of the policy. It repaired the electrics so that the shower continued to operate. It also carried out tests on two separate occasions which disclosed no fault.

As to the quality of service and the time that it took British Gas to issue a final response letter. Ms R said that she'd phoned British Gas many times during the eight-week period, they'd cancelled the complaint several times and Ms R had to reopen it on each occasion. British Gas said that it had apologised that the response time didn't meet Mrs E's expectations and accepted that it didn't usually take this long. It agreed to cancel the invoice regarding the policy excess in the circumstances.

On the service quality issue, I note that Ms R didn't receive the final letter until nine weeks after her initial complaint. I also note that Ms R chased British Gas about it on numerous occasions. We do encourage businesses to respond promptly, however the rules allow businesses eight weeks to issue a final response to a complaint. British Gas have taken nine weeks and whilst I don't condone this delay, I don't think that this in itself merits a compensatory award. Ms E had complained to this service within the eight-week period in any event, and had therefore not been disadvantaged by this delay.

In conclusion, I appreciate that the problems with Ms R's shower electrics and the sequence of events in relation to its repair and non-upgrade will have been frustrating and will have caused additional anxiety for Mr R. I can't however say that this has been caused by an unreasonable or unfair approach adopted by British Gas.

My final decision

For the reasons given above, I don't intend to uphold Ms R's complaint and I don't require British Gas Insurance Limited to do any more in response to his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 14 April 2022.

Claire Jones
Ombudsman