

complaint

Mr O complains that British Gas Insurance Limited should rewire his property free of charge under his home care policy.

background

Mr O had – for many years – British Gas cover which included his electrical wiring. He says British Gas did not carry out two-yearly inspections. Mr O complained after British Gas concluded his call for help by telling him his house needed rewiring.

The adjudicator did not recommend that the complaint should be upheld. She concluded that British Gas had fulfilled its obligations under the terms and conditions of the policy.

Mr O disagrees with the adjudicator's opinion. He says, in summary, that – if British Gas had done the inspections to which he was entitled – it would have identified the electrical issues sooner.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

Mr O has sent us a page which includes the following:

“This Service Includes:

- One Maintenance Inspection™ in every continuous two-year period in which you hold this agreement with us”*

But that page refers to “Care” agreements. I consider that it comes from terms and conditions pre-dating about 2011.

More recent policy terms and conditions included the following:

“8.13

...

If you previously held Home Electrical Care™ and we moved you to Home Electrical Cover™ you are entitled to a Maintenance Inspection, if you ask, once every two Periods of Agreement...

Mr O has not said that he asked for an inspection. And in an event I have not seen sufficient electrical evidence to persuade me that British Gas' previous failure to inspect caused the problems which Mr O experienced in 2013.

When Mr O called for help, British Gas electricians attended. Mr O has told us that there was a fault with an immersion heater. But – from the British Gas work sheets – I am satisfied that its engineers were unable to identify any such fault because they were faced with a variety of historic electrical malpractice.

I have seen the following term:

“7. General Exclusions that apply to all Agreements

7.1 design or existing faults

We will not be responsible for the cost of repairs or gaining access to make repairs if there are design faults (unless we are responsible for the design faults), faults which existed before you entered into your Agreement with us or faults which we could not, using reasonable care and skill, identify on our First Service or a repair call out to your system or appliance. ...”

I keep in mind that term and the poor electrical installation in Mr O's property. I do not conclude that British Gas treated him unfairly. I note from its final response letter that British Gas sent Mr O a cheque for £200. Overall I do not conclude that it would be fair and reasonable to order British Gas to do any more in response to Mr O's complaint.

my final decision

For the reasons I have explained, my final decision is that I do not uphold this complaint. I make no award against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr O to accept or reject my decision before 19 January 2015.

Christopher Gilbert
ombudsman