

complaint

Mrs B is unhappy that British Gas Insurance Limited has refused to carry out certain repairs to her central heating system under her 'HomeCare' central heating cover policy, and has charged her for the work.

background

Mrs B held a plumbing and drainage policy, as well as cover for her electrical wiring and fridge freezer with British Gas. When she renewed that policy in March 2012 it was upgraded to also cover her central heating system. A single payment was taken for the premium. However, in April 2012 Mrs B cancelled the central heating cover as she did not want to pay an increased premium.

In July 2012 Mrs B contacted British Gas as there was a leak from one of her gas pipes. British Gas reported it to National Grid to make it safe. It carried out work to reconnect her cooker and scheduled further visits to carry out the other repairs required on a chargeable basis.

Mrs B called to query her cover on 23 July 2012, and it was confirmed that she had cancelled the central heating policy that would otherwise have covered the repairs. Mrs B called again the next day to add central heating cover onto her policy.

After Mrs B escalated her complaint, British Gas agreed – on a goodwill basis – to replace her gas pipe free of charge, even though the damage had occurred during the time she did not have cover.

British Gas has apparently completed the work to replace the gas pipe, to a value of approximately £1,000. However, additional work was needed to connect the gas pipes to a fire in a front room, which it says it did not agree to cover free of charge. British Gas therefore asked Mrs B to pay for this, as well as some work to upgrade a gas fire which would also not be covered.

Mrs B is unhappy with this as she considers that having reinstated the policy, all this work should have been covered under her insurance cover.

Our adjudicator did not recommend that the complaint be upheld. The repairs required arose from an incident that occurred while she was not insured and British Gas only agreed to do some of the work as a gesture of goodwill. He therefore did not think that it was required to carry out any further work.

Mrs B did not accept the adjudicator's assessment. She has made a number of submissions, including the following:

- She thought she was only removing cover for the boiler itself, not for all gas pipes.
- When she spoke to British Gas on 4 May 2012, it failed to explain that she would also lose cover for the rest of the central heating system and not just the boiler.
- British Gas agreed to reinstate cover and carry out a "non-chargeable repair" – it was not explained to her that it would only be free up to £1,000

- The worksheets completed, and left with her by British Gas' engineers, which set out the work required, do not show that they have ticked the "chargeable work" boxes. This again indicates that it was intended that all the work would be carried out free of charge to her.
- All these worksheets relate to the same job – running the gas pipes to appliances – they did half the work but then decided to charge her to run a gas pipe to her second fire.
- She is also unhappy with the number of attendances as sometimes the engineers have not been able to do any work because they did not have the right equipment or were too inexperienced. This caused her inconvenience, as she had to take time off work to be at home.
- In order to carry out the repairs in the kitchen and living room, the engineers removed a worktop and cupboards that she had to pay to be replaced.
- She has had to pay for parts for the gas fire, £90 in labour and is having to pay this by instalments; she cannot afford to pay for the connection of the gas fire as well.

As a result of the ongoing dispute, the matter has been referred to me.

my findings

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

I have reviewed the telephone recordings provided to us between Mrs B and British Gas. I am not persuaded that it provided her with misleading information about the cover that she would have if she decided to cancel the central heating cover.

During the call in April 2012, although both Mrs B and British Gas referred to boiler cover, rather than central heating cover, British Gas did ultimately confirm that if she removed it she would be left with cover for plumbing, drainage, electrics, cooker and fridge freezer. I am therefore not persuaded that she had a reasonable understanding that her gas central heating system would still be covered.

During a further call in May 2012 it was confirmed that Mrs B no longer had the central heating cover – she confirmed that she cancelled it because her manufacturer warranty for her boiler was still in place. She was told she could reapply for it in the future if she wishes. It was also confirmed to her that the premium for the central heating system and boiler cover would have all been one payment. Therefore it seems to me that it was made sufficiently clear that she had not just removed cover for the boiler itself.

Mrs B gave no indication that she misunderstood this or that she had not intended to cancel the central heating cover or that she thought she was only cancelling an element of that policy that would cover the boiler itself. Therefore I am unable to attribute to British Gas any misunderstanding that she may have had about this.

Mrs B arranged for a British Gas engineer to attend to do the repair work and telephoned on 23 July 2012 to ask whether there was any limit on the work that the engineer would do under her cover – she stated that she had central heating cover. British Gas told her that she did not have cover for this and that the work would be chargeable.

I am pleased to note, however, that even though there was no central heating cover in place at the time that a gas leak occurred in Mrs B's central heating system, British Gas agreed to attend and to carry out such works as would get her central heating working again.

Having done so I am not persuaded that this means it is bound to address all issues with Mrs B's central heating system, including upgrading her gas fire or making further connections. Neither does it seem reasonable to me that it should be required to pay for reinstatement of worktops or cupboards that had to be moved in order to carry out the repairs.

Mrs B has indicated that she thinks that it has not complied with the terms of the insurance policy by charging for parts, but the work carried out has not been carried out under the insurance policy. It agreed to get her central heating system working again and disregard the fact that she had no cover in place at the relevant time, but this does not mean that it is obliged to carry out this additional work.

I am also not persuaded that whatever was recorded on the job sheets by the engineers is decisive as to whether or not British Gas should cover the cost of this additional work.

British Gas was not obliged to carry out any of the work it did without charge. It therefore seems unreasonable to me to expect it to do any more than it has already done.

my final decision

For the reasons set out above, I do not uphold this complaint against British Gas Insurance Limited.

Harriet McCarthy
ombudsman