

complaint

Mrs B complains that British Gas Insurance Limited continued to charge her for cover when her boiler was decommissioned.

background

Mrs B held a Homecare 400 policy with British Gas, which covered her boiler and central heating system, amongst other things.

In February 2011 she made a claim as there was a fault with her boiler; an engineer attended and identified that a new gas valve would be needed to complete the repair. However, the required part was obsolete; therefore the engineer switched the boiler off and deemed it as being 'at risk'.

Unhappy with being left without heating and hot water Mrs B contacted British Gas and requested that it switch on her immersion heater, so that she had hot water.

As far as I am aware, Mrs B has not disputed the diagnosis regarding her boiler but she did not have her new boiler installed until December 2012, so although she had hot water during this time, she did not have heating.

Mrs B 's son says that she was told in 2011 that her policy premium would be reduced to reflect the fact that she no longer had a boiler to be covered. This was not done and her Homecare 400 policy continued at the same premium.

Mrs B's son contacted British Gas in 2013 to pursue the matter.

British Gas says that it has no record of any request to reduce the cover and that it would have been for Mrs B to let it know that she required the policy to be cancelled. It says that although it offers a policy (Homecare 100) which provides cover for only 'boiler and controls' all other policies, including the Homecare 400, have the boiler and controls element included automatically, and it is not possible to remove that part of the cover. It is therefore not possible to remove the 'boiler and controls' element of cover from the Homecare 400 policy that Mrs B holds.

In addition, it says that Mrs B has made a number of claims under her policy since February 2011, and so it is clear that she still wanted the cover to continue.

British Gas therefore refused to refund any part of the premiums. However, it noted that, as the boiler was not operational it had not been serviced in 2012. This service is part of the Homecare 400 cover and it has refunded the sum of £48 in respect of this.

Unhappy with British Gas' decision Mrs B brought her complaint to our service, which was reviewed by one of our adjudicators. The adjudicator reviewed the information provided by both parties and concluded that the complaint should be upheld.

Our adjudicator originally recommended that the complaint be upheld, as he considered that it would have been reasonable to reduce the premiums charged to Mrs B because she could not benefit from any cover for her boiler, while it was decommissioned. However, he later accepted British Gas' explanation that the cover for the boiler could not be separated from the rest of the cover provided (and used) by Mrs B.

Mrs B remained dissatisfied and so 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.

Mrs B's son says that they were told that the premiums would be reduced to reflect the fact that her boiler was decommissioned. There is no independent evidence to support this, such as a telephone recording or a letter.

However, even if I were to accept – for the purposes of this decision – that they were told this, it would have been told to them in error. It is clear from the policy documentation that I have been provided with that while a consumer may purchase a policy to cover just their boiler and controls, any other level of cover will have that included automatically as part of the overall contract and premium. It is not therefore possible to have the central heating, plumbing and drainage cover that Mrs B continued to use, without also the boiler and controls cover.

I think it is reasonable to conclude that she did want to continue her policy generally given that she claimed on it several times after February 2011. Therefore I am unable to conclude that British Gas acted unreasonably in not cancelling her policy. I am also unable to require it to make any refund of premium, as she has benefited from the policy.

I can understand Mrs B's frustration at not being able to benefit from all aspects of cover under her policy but, as stated it appears that she wanted the cover to continue.

my final decision

For the reasons set out above, I do not uphold this complaint and I make no award against British Gas Insurance Limited.

Harriet McCarthy
ombudsman