

## **complaint**

Mr and Mrs D complain about work carried out to their boiler and wiring by British Gas Insurance Limited under their HomeCare policy. They also complain that British Gas Insurance Limited continued to take premiums for Home Electrical cover after it was removed from the policy.

## **background**

In February 2011, a British Gas engineer attended Mr and Mrs D's property, as a crackling sound was reported from a switch in a bedroom. The engineer replaced three lamps. He informed Mr and Mrs D that the wiring in the property was substandard, and reminded them that they had been advised of this twice previously. However, Mr and Mrs D did not make any changes to their wiring in response to that.

In September 2011, another British Gas engineer attended Mr and Mrs D's property to investigate a noisy tube light. The engineer replaced the light and again reported substandard wiring.

In July 2012, British Gas attended again as Mr and Mrs D's miniature circuit board was tripping. The engineer found that this issue was caused by overloading, as there was a 50 amp shower and a 20 amp ring main running on a 6 amp fuse. There was also a damaged cable running outside the property.

This engineer reported that the boiler was wired into a connector block; the wire was hanging and wired directly into the back of a socket. He disconnected the boiler to make it safe by putting a plug on it, so that heating and hot water could be provided. He advised that he could not repair the wiring outside as it was unsafe, and it needed to be rewired using the correct type of wire. He also said it should be covered by a residual-current device. Mr and Mrs D were unhappy with the way the boiler was left. As the boiler now had to be plugged in, they felt it was unsafe as the wire goes across the room.

Subsequently, another British Gas engineer attended to fix the outside cable, but he explained this could not be repaired as it would be unsafe. In response to Mr and Mrs D's request, he however did not change the boiler back to its previous connection, as he believed it was safer how it was.

Mr and Mrs D requested a further visit in August 2012, and an electrician attended but did not carry out any work. He advised Mr and Mrs D to contact a Service Manager, who confirmed the work they had requested could not be carried out. The Service Manager also advised that the Home Electrical Cover was to be cancelled due to the condition of the wiring, and two years premiums (totalling £161.36) were returned then to Mr and Mrs D as a resolution of their complaint.

However, Mr and Mrs D remained unhappy with the way the wiring had been left, and that the boiler was not put back into its previous condition. They believed they should receive £5,000 compensation. They brought their complaint to this service.

Our adjudicator recommended that the complaint should not be upheld. This is because Mr and Mrs D had been informed by British Gas in December 2010, February 2011, September 2011 and July 2012 that the wiring in the property was substandard and required work which was not covered under their policy; but they had not taken any steps themselves

to have it rectified. The adjudicator considered that, for that reason, British Gas need not have attended on the occasions that it did send an engineer. He also considered that the fitting of a plug to the boiler had been a temporary repair only in order to make it safe pending the work Mr and Mrs D had been advised to attend to. He noted that the engineer could have chosen to disconnect the boiler completely, but by putting a plug on it, had left Mr and Mrs D with heating and hot water.

With regard to the issue of the Home Electrical Cover payments, the adjudicator was satisfied that the payments for Mr and Mrs D's policy have been adjusted correctly.

Mr and Mrs D did not accept the adjudicator's view and so the matter has been referred to me for a final decision.

### **my findings**

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

The policy excludes upgrades, as well as work where there is a health and safety risk. In situations where British Gas advises that permanent repairs or improvements should be undertaken, but the consumer does not follow that advice (as is the case here), then British Gas has the right to cancel the policy. As Mr and Mrs D had been advised on a number of occasions that their wiring was substandard and that there were safety concerns – and given the nature of the necessary work – I am satisfied that British Gas was not unreasonable in acting as it did in relation to the boiler and wiring.

It was confirmed in August 2012 that the Home Electrical cover would be cancelled, although the cover was still active until March 2013. The premium was reduced from that time. In the meantime however, British Gas had refunded the equivalent of that year's premium and the previous year's premium in the August, as a gesture of goodwill. As Mr and Mrs D had had the benefit of the cover for the policy period, I am satisfied that the payments taken prior to the cancellation of cover were appropriate.

### **my final decision**

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

Helen Moya  
**ombudsman**