

The complaint

Mr B is unhappy with the way British Gas Insurance Limited (BG) handled his claim under his HomeCare Central Heating Cover.

What happened

Mr B had a central heating fault which was covered by his HomeCare insurance. However, he's unhappy with the way BG handled his claim. He says BG gave him conflicting information about access to the flue and whether or not his central heating needed a powerflush. He also says he didn't receive payment to cover the cost of repairing the fault and BG didn't reply to his written contact. To resolve his complaint, Mr B wanted BG to pay for the repair, to respond fully to each of his questions, and to compensate him for the inconvenience and distress he experienced in raising his complaint.

Our investigator didn't uphold the complaint. He explained that engineers work within the Gas Safety Regulations and Health and Safety guidelines and engineers can decide whether to remove an obstruction to the flue to allow for inspection. Our investigator noted that BG explained this to Mr B during a previous inspection visit and he didn't think BG had done anything wrong here.

Mr B didn't think his central heating needed a powerflush so our investigator looked at how BG dealt with that matter. He felt it was fair for BG to rely on the engineer reports but noted that it decided not to enforce the policy exclusion clause. The exclusion clause allows BG to reject a claim for central heating faults which happened after it recommended a Powerflush. Because BG wasn't enforcing the clause, our investigator didn't think it needed to do any more.

Our investigator looked at whether BG sent Mr B £240 to cover the cost of repairs to his heating and found that it had. However, it told our investigator the cheque hadn't been cashed so BG issued it again. He felt that BG shouldn't be held responsible for postal failure and as Mr B received the cheque during the investigation into his complaint, our investigator felt this matter was resolved.

BG didn't respond to Mr B's communications after it sent him the final response letter. Also, it didn't respond to each of the points he raised. Our investigator explained that the final response letter tells Mr B that BG has concluded its investigation and it hasn't got any more to add to the matter. It's not uncommon for businesses to stop responding after sending the final response letter but customers still have the choice of using our service. BG directed Mr B to us so our investigator felt it had acted fairly.

Our investigator acknowledged Mr B's further request for compensation for the time and trouble taken to raise his complaint. He explained that there's always some inconvenience when raising a complaint but our service doesn't make awards for the time taken. Our investigator felt that BG acted fairly by paying for a third party engineer to fix the heating when it was a service it would've carried out. He considered this sufficient goodwill.

Mr B didn't agree with our investigator's view. He felt that BG should respond to each of his questions and pay him compensation for the inconvenience of raising a complaint.

The complaint is now with me to decide.

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.

Although I can understand that Mr B will be disappointed by my decision, I haven't upheld his complaint.

Firstly, I should explain that my role is to look at how BG handled Mr B's claim as a whole. My role isn't to respond to each and every question but I will explain how I've reached my decision on the issues of his complaint.

Mr B doesn't think it's reasonable for BG's engineers to say they couldn't access the flue. He described how it could be accessed and says he's prepared to move the small obstructions himself, despite his age. I've no reason to doubt what Mr B says about the ease of clearing the obstruction. However, it doesn't change the fact that BG's engineers have the right to use their judgement on whether gaining access for a visual inspection falls within their working guidelines. So, regardless of how small it may be, Mr B confirmed access is obstructed and I'm satisfied BG's engineers acted reasonably by not moving it.

I empathise with Mr B's frustration about the matter of the powerflush. He has two reports, including one from BG, saying his central heating system doesn't need a powerflush. BG says it does. I think the key issues here are, firstly, that BG gave conflicting advice, likely causing a lack of trust in its expert opinion. And, secondly, the accuracy of the reports has an impact on the level of cover Mr B will retain under his HomeCare policy. The evidence is clear on the issue of the powerflush reports. Even without Mr B's third party report, BG itself reported to him that he didn't need a powerflush and then reported that he did. So it's not surprising that Mr B is concerned about this matter.

This leads on to the second issue, which is the impact on his cover if he did need a powerflush. If Mr B didn't have a powerflush done after being advised to, the exclusion clause in his policy would come into force and he wouldn't be covered for damage caused by sludge in his central heating system. The exclusion clause states what's not covered:

*'Damage caused by limescale, **sludge** or other debris – if we've told you before that you need to carry out **repairs**, improvements or a **British Gas Powerflush**, or a similar process, but you haven't done so'*

So, for Mr B, it's important to have the correct advice recorded. Unfortunately, as the reports are conflicting I can't be sure what the correct advice is.

In this case, BG decided not to enforce the exclusion clause so Mr B's policy cover remains intact. I think that was the right thing to do given the lack of certainty around the accuracy of the reports. I know Mr B is concerned that this position is only temporary but with this type of policy that will always be the case. The policy covers damage to the central heating providing Mr B acts on any advice to maintain it. If he needs to report a fault in the future I would expect BG to attend and provide an accurate report. If the report says a powerflush is needed then the exclusion clause would come into force. If BG reports that a powerflush isn't needed then there's no reason for it to enforce the exclusion clause. In summary, I am

satisfied that BG provided a reasonable resolution to the lack of certainty around the need for a powerflush and put Mr B back in a position as if the matter had never happened.

Mr B's HomeCare policy covered the central heating fault but he had a third party complete the repair. BG agreed to cover the cost. I see that Mr B didn't receive the cheque but I also see that BG issued it. It's not clear what happened to the cheque but it appears that neither party was responsible for this issue. BG reissued the cheque and Mr B received it. I'm satisfied that this matter is resolved.

I have thought about whether or not it was fair that BG didn't respond to Mr B's communication. At the point BG stopped responding, it had done everything it could to fix the issues of complaint. It confirmed this in its final response letter to Mr B and explained that if he didn't agree he had the option to use our service. If BG had continued to respond to Mr B after sending a letter saying it'd done all it could, I think it would've been misleading and caused further frustration for him. I realise Mr B may not agree, but I'm satisfied that BG followed the process fairly.

Finally, I've noted Mr B's requested for compensation for the time he's taken to raise his complaint. I understand that he's spent a lot of time dealing with this matter but I don't think BG's actions caused any unnecessary delays. Our service is here to help when two parties can't agree, and BG directed Mr B to our service. I don't think compensation is necessary.

In summary, I'm satisfied that BG addressed Mr B's concerns fairly and took appropriate action to resolve the issues of his complaint. I don't think it needs to do any more.

My final decision

For the reasons given above, my final decision is that I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 27 April 2020.

Debra Vaughan
Ombudsman